

AGREEMENT and CONTRACT

By and Between Members

*Mechanical Contractors Assn.
of Eastern Missouri, Inc.,
Plumbing Industry Council*

and

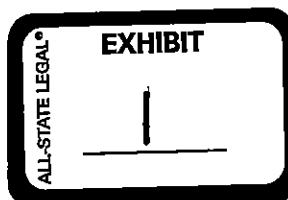
*Plumbers' and Pipe Fitters' Association,
Local Union No. 562*

of the

UNITED ASSOCIATION OF JOURNEYMEN AND
APPRENTICES OF THE PLUMBING AND PIPE
FITTING INDUSTRY OF THE UNITED STATES
AND CANADA



Effective January 1, 2000



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COLLECTIVE BARGAINING AGREEMENT

This collective bargaining agreement made and entered into effective as of the first day of January, 2000, by and between the MECHANICAL CONTRACTORS ASSOCIATION OF EASTERN MISSOURI, INC., and THE PLUMBING INDUSTRY COUNCIL, hereinafter referred to for purposes of convenience as "the Employers" or as "the Associations," and LOCAL UNION NO. 562, AFFILIATED WITH THE UNITED ASSOCIATION OF JOURNEYMEN AND APPRENTICES OF THE PLUMBING AND PIPE FITTING INDUSTRY OF THE UNITED STATES AND CANADA, AFL-CIO, hereinafter referred to as "the Union."

This agreement is made and entered into by the aforesaid Associations of Employers as the "negotiating agents" for and on behalf of the Employer members of said Associations who accept, adopt, and for themselves individually ratify, approve and sign this agreement, or a facsimile thereof.

This agreement is applicable to both those Employers who are members of said Associations and who execute this agreement and other Employers who are not Association members but who, nevertheless, execute this agreement. In the case of employers who are not association members this agreement shall be effective as to them on the date they execute this agreement.

This agreement has been negotiated, agreed to and executed by the Union with the distinct understanding and agreement that the Union shall neither be obligated to extend the terms and conditions hereto to any member of the Association(s) with whom the Union is unwilling to contract, nor to maintain a collective bargaining relationship with an Employer with whom it is unwilling to contract.

It is understood and agreed that said Associations shall in no event be bound as principal or be liable as negotiating agent(s) or as principal(s) in any manner for any breach of this agreement by any of the parties hereto.

It is further understood and agreed that the liability of the Employers who accept, adopt and execute this agreement or any facsimile thereof, shall be several, and not joint.

The purpose and intent of this agreement which is entered into by and between the parties named above is to:

(a) Establish and set forth conditions governing employment wage scale, craftsmanship qualifications and working conditions of Journeymen Pipe Fitters, Plumbers and Apprentices.

(b) Encourage closer cooperation and better understanding between employer and employee members of these particular craft(s) to the end that a satisfactory, continuous and harmonious labor relationship will exist.

Wherever in this agreement the words "He or His," or their related pronouns may appear, either as words or parts of words, they are used in their generic sense, inclusive of both male and female sexes.

ARTICLE 1. RECOGNITION

Section 1. The Employer acknowledges and agrees that a majority of the Employers current employees, in the job classifications specified in this paragraph, have authorized the Union to represent them and, therefore, does hereby recognize the Union as the sole, exclusive, and majority collective bargaining representative for and on behalf of all journeymen and apprentice Pipefitters and Plumbers as well as persons in "Special Training Programs" designed to train such person for work in the pipefitting or plumbing trades. This shall include the classifications of Pre-Apprentice, Apprentice, Journeyman, Foreman, Area Foreman, General Foreman, and other designations that may be used to describe the same classifications.

Section 2. It is understood and agreed that the Employer will make no lesser contract or agreement with the employees within the bargaining unit described in Section 1 of this Article in regard to their wages, hours of work, and terms and conditions of employment, whether or not such other con-

tract or agreement be written or oral and whether or not such other contract or agreement be consistent or inconsistent with the terms of this collective bargaining agreement.

Section 3. Benefits of Differentials

It is understood and agreed that should the Union enter into an agreement with any Employer engaged in the same business activities as the Employer herein, in the same area, providing for lower wages, different hours of work, different working conditions or different provisions than are contained in this agreement, then in such event, the employer herein shall have the right to such benefits and put into effect under this agreement such different wages, hours, working conditions or different provisions than are contained in this Agreement.

ARTICLE 2. SCOPE OF AGREEMENT

Section 1. The wages, hours of work, and terms and conditions of employment set forth in this collective bargaining Agreement shall apply on all construction, repair, housing, service or remodeling work undertaken by the Employer within the recognized jurisdiction of the Union.

Any employer who is a party to this Agreement and performing Plumbing Work, as defined in Appendix P, shall be bound by the additional terms and conditions set forth in Appendix P of this Agreement, which is attached hereto and made a part hereof.

Section 2. Before any job contract is signed, the Employer will endeavor to include in his contract and specifications all phases of the piping and plumbing industry which fall within the recognized jurisdiction of the Union. Further,

the Employer, at the request of the Union, shall have a pre-bid conference with the Union to clarify any questionable section of the specifications or plans. The Employer, on all job sites within the territorial jurisdiction of the Union, shall at times conform to and comply with all plumbing laws and health regulations governing plumbing and plumbing installations; provided, however, that with reference to job sites located within the territorial jurisdiction of the Union, but in areas where no ordinances, laws or regulations exist, the Employer shall make such installations and do such plumbing work in conformity with local practices and/or job specifications and layouts. All work on any plumbing installations or other work falling within the general scope of the term "plumbing and residential heating and air conditioning" and all work of any nature which has heretofore been granted to or recognized to be the work of journeymen plumbers by virtue of any award, decision, tradition, practice, agreement, or contract with any employer or with any other Local Union and any other International Union, shall be done and carried on by qualified licensed journeymen plumbers, and or employees covered by this agreement exclusively, who shall also comply with the licensing and registration requirements, if any, of the locality in which they are engaged in plumbing work.

Section 3. The terms of this Agreement shall be binding within the following geographical limits, being the City of St. Louis and the Missouri Counties of:
Adair, Audrain, Bollinger, Boone, Butler, Callaway, Cape Girardeau, Camden, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Dunklin, Franklin, Gasconade, Grundy, Howard, Howell, Iron, Jefferson, Knox, Lewis, Lincoln, Linn, Livingston, Macon, Madison, Maries, Marion, Mercer, Miller, Mississippi, Moniteau, Monroe,

Montgomery, New Madrid, Oregon, Osage, Pemiscott, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Charles, St. Francois, Ste. Genevieve, St. Louis, Schuyler, Scotland, Scott, Shannon, Shelby, Stoddard, Sullivan, Texas, Warren, Washington, Wayne, and all other territory that may be allotted from time to time by the United Association.

Section 4. OUTSTATE" WORK

The terms of this Agreement shall be binding on the Plumbing, as well as the Pipefitting work, within the following geographical limits, of the Missouri counties of: Adair, Audrain, Bollinger, Boone, Butler, Callaway, Cape Girardeau, Camden, Carter, Chariton, Clark, Cole, Cooper, Crawford, Dent, Dunklin, Gasconade, Grundy, Howell, Howard, Iron, Knox, Lewis, Lincoln, Linn, Livingston, Macon, Madison, Maries, Marion, Mercer, Miller, Mississippi, Moniteau, Monroe, Montgomery, New Madrid, Oregon, Osage, Pemiscott, Perry, Phelps, Pike, Pulaski, Putnam, Ralls, Randolph, Reynolds, Ripley, St. Francois, Ste. Genevieve, Schuyler, Scotland, Scott, Shannon, Shelby, Stoddard, Sullivan, Texas, Warren, Wayne, Washington, and all other territory that may be allotted from time to time by the United Association.

Section 5.

Any other provisions of this Agreement notwithstanding, the Contractor shall not subcontract or sublet sewer cleaning within the jurisdiction of the Union without prior consultation of the Union, but such consultation shall not be construed to prohibit the subcontracting of such work where the Contractor, in his judgment, does not have the available manpower, proper equipment, capacity, or ability to perform, on an efficient or economical basis. It is agreed that such work will not be performed at wage rates, terms, and conditions less than provided for in the sewer cleaning agreement.

ARTICLE 3. MANNER OF EMPLOYMENT

Section 1. The parties recognize that the Union's knowledge and experience with the industry here involved, together with the sources of competent manpower available to it, can be of assistance to the Employer in recruiting needed journeymen employees. For this reason, it is the mutual desire of the parties to establish a non-exclusive referral system whereunder the Union shall be given an opportunity to recommend journeymen job applicants as they are needed by the Employer, and thus be able to compete with other sources in the placement of journeymen employees.

Section 2. It is therefore understood and agreed that the Employer shall notify the Union whenever journeymen employees are to be hired and shall afford the Union an opportunity to recommend journeymen job applicants. The Employer further agrees to give such applicants due consideration, consistent with the provisions of the National Labor Relations Act, as amended.

Section 3. The notification of needed journeymen employees shall specify the name of the contractor and location of the job in question, the probable duration of the job, the class or classes of employees to be hired, the number of employees required in each class, the probable length of employment of those in each class, and the experience and qualifications desired of employees.

Section 4. The Employer shall notify the Union whenever employees are hired, giving their names and addresses and the job classification in which they will work.

Section 5. The Employer retains the right to reject any job applicants referred by the Union. Furthermore, when either a journeyman or special trainee job applicant is referred and the person or persons referred have not previously worked for a contractor-member of the Mechanical Contractors Association of Eastern Missouri, Inc. or the Plumbing Industry Council, the Employer, as a part of his determination to employ or refuse to employ, shall be free to question, examine and test the job applicant. The right to question, examine and test shall be considered as part of the application for employment. Job applicants shall not be entitled to compensation for the time required. However, the right to question, examine and test shall not exceed a reasonable period of time without compensation. The Employer shall not be required to question, examine and test if he does not desire to do so.

Section 6. The number of men to be employed is at the discretion of the Employer.

Section 7. The Union shall refer only persons who are available for employment.

Section 8. The Employer reserves the right of management at all times and may select, in the case of reduction, replacement or transfer of any of his working force, those workmen it desires to retain.

When an Employer reduces his workforce all employees that are terminated shall receive a "Termination Slip" conforming in general to the one shown in the "United Association Standard Form of Agreement" book as prepared by The United Association, The PHCC and the MCAA. As well as the copy given to the employee, a copy is to be sent to the local union office, the M.C.A. office, or the P.I.C. office, and one kept by the Employer.

Section 9. The Union agrees to recommend the most competent available workmen to the Employer on request, provided, however, that the Employer shall have the right to determine the competency and qualifications of its employees. The Employer shall not discriminate against any person by reason of his membership in the Union or his participation in its lawful activities. It is mutually agreed by the parties of these Articles of Agreement that there shall be no discrimination against any employee or applicant who is covered by these Articles of Agreement because of race, religion, sex, age, national origin, status as a veteran, or against any qualified employee or applicant with a disability because of his/her disability.

Section 10. Substance Abuse and Alcohol Policy - It is hereby agreed between the Mechanical Contractors Association of Eastern Missouri, Inc., the Plumbing Industry Council, and Plumbers & Pipefitters Local Union #562 that they hereby institute a Unified Substance Abuse and Alcohol Policy and Program, dated January 1, 2000, or any subsequent agreed-upon program revisions, which will, and does by this agreement, bind each and every signatory contractor (whether by membership in the Mechanical Contractors Association of Eastern Missouri, Inc., the Plumbing Industry Council, or by individual contract with Plumbers & Pipefitters Local Union #562) to participate in the same from this day forward.

Funding for the above referenced Substance Abuse and Alcohol Abuse Policy and Procedures will be provided from the Safety Fund of the MCA as stated in Article 17A, Section 5, and the Substance Abuse/Safety Fund of the Plumbing Industry Council as stated in Article 17B, Plumbing Industry Fund.

Section 11. It shall be the objective of the Employer to hire qualified journeymen who have served as apprentices and/or worked at the trade for a minimum of five (5) years or more in learning and assisting in the trade of installing, repairing and service work. However, this objective shall not be sought, in ways contrary to the provisions of applicable statutory or common law.

Section 12. It is agreed that no apprentices shall be hired, except upon referral to the Employer by the Joint Apprenticeship Committee or its authorized representatives. It is understood, however, that this exclusive means for the employment of apprentices shall be subject to the following objective standards:

(a) Selection of Applicants for referral to jobs shall be on a non-discriminatory basis and shall not be based on, or in any way affected by, Union membership, by-laws, rules, regulations, constitutional provisions, or any other aspect or obligation of union membership, policies, or requirements.

(b) The Employer retains the right to reject any job applicant referred by the Joint Apprenticeship Committee.

(c) All applicable provisions of law that relates to apprentices, shall be controlling.

(d) Apprentices shall be paid a progressively increasing scale of wages based on the following percentages of applicable journeymen wage rates:

First Year 45%

Second Year 55%

Third Year 65%

Fourth Year 75%

Fifth Year 85%

(e) If for any reason during a work week an apprentice fails to show up for a scheduled day's work on the job, he shall not be paid for the related school time during that week unless in the Employer's sole discretion such apprentice has a bona fide excuse for his absence.

(f) The apprenticeship training shall be a five (5) year program. A minimum of fifty (50) apprentices will be taken in each year with a minimum of 1/3 to be trained in plumbing. An additional fifteen (15) apprentices assigned exclusively to service work will be taken in each year if they can be employed by employers engaged in service work. To achieve the above, a pre-apprentice program shall be maintained with training through the Joint Apprenticeship Committee. After the completion of the above referenced program, a test will be administered. Upon passing of this test, the pre-apprentice will be eligible to commence his apprenticeship training.

(g) In order to achieve a qualified pool of Journeymen, all Pre-apprentices accepted into the program after January 1, 1996, will, in addition to apprentice training, be required to take on their own time, a minimum mandatory training of twenty (20) hours per year as agreed upon by the appropriate committee.

(h) When determined by the Joint Apprentice Committee of the Trust Fund that conditions will not support the above minimum number of apprentices and pre-apprentices, the total number of ap-

prentices and pre-apprentices may be reduced on a year to year basis

(i) During the third (3) year of apprenticeship, provided that a journeyman plumber is employed at the same time in the Employer's shop, and where they can work safely and effectively complete assigned tasks, an apprentice may work alone on repair, service, and residential construction work.

During the fourth (4) and fifth (5) year of apprenticeship, provided that a journeyman plumber is employed at the same time in the Employer's shop and where they can safely and effectively complete assigned tasks, an apprentice may work alone.

(j) Plumbing - In areas where Journeyman licensing is in effect, the pre-apprentices will be limited to those work activities not specifically licensed. Examples of such work activities would be: material handling and distribution, uncrating, cleaning, caulking, grouting, cutting and installing backing, assisting in pipe or hanger installation with a licensed journeyman, seismic bracing and other similar actions.

In areas lacking Journeyman licensing, a pre-apprentice will only be limited by his/her skill in work activities. Welding, brazing and other similar skilled pipe joining processes will be limited to Journeyman or Apprentices, unless arrangements have been made in advance with the Business Manager or his Agent.

Employers must be mindful that Journeyman licensing has resulted in our mutual maintenance of a strong "Union" marketplace. Violations of these

regulations by utilizing non-licensed personnel can result in negative industry impacts. Therefore, all parties to this Agreement realize that the use of pre-apprentices in a manner contradictory to the intent of the governing licensing regulations may result in the loss of the right to employ pre-apprentices; further, all pre-apprentices will be dispatched by the Union. Pre-apprentices will be evaluated by the JATC for progress and possible advancement to Apprentice status.

Section 13. The Union agrees to cooperate with the Association(s) in a truly joint apprenticeship program as set out in the contract and joint apprenticeship standards.

Section 14. The Union and the Association(s) jointly recognize that the training of foremen is essential and desirable and in their mutual best interest. Therefore, the Union and the Association(s) agree to cooperate in establishing regular courses of Foreman Training, to be conducted during evenings, Saturdays or other convenient non-working times. The Union agrees to encourage employees, to be selected by Employers and the Union, to attend and actively participate in Foreman Training Programs conducted by the Industry Benefit Fund during off-hours and on employees' own time.

Section 15. At a minimum, each Employee will be required to have 12 Professional Education Units (24 hours) over a 3 year period of upgraded Journeyman Training. There may be a carryover of a maximum of 4 PEU's in excess of the required amount of PEU's to the next license cycle as proposed in any present or future Code.

Section 16.

The training incentive will be paid out to the plumber or pipefitter in the following manner:

1. A plumber or pipefitter who successfully completes additional training, (excluding PEU courses) will receive his/her straight-time hourly rate of pay (excluding fringes) for each hour in class attendance up to a maximum of \$250.00 per calendar year.

2. Welders who are certified by (NCPWB) will receive a one-time only \$250.00 welder incentive. Additionally, when a welder becomes re-certified, he/she will receive an additional four (4) hours straight-time hourly pay (excluding fringes) for each procedure.

3. The Joint Conference Committee will be the committee to which any and all questions on the above shall be referenced and by whom any rules are promulgated. Plumbers and Pipefitters Local Union 562, the Mechanical Contractors Association of Eastern Missouri, and the Plumbing Industry Council will have all appropriate data necessary to verify any information used for all training purposes referenced in items 1 and 2 above.

Section 17.

The JATC shall develop a continuing education program to promote the continued development of the workforce and to provide opportunities to meet the requirements of local regulations and ordinances. The JATC and the Business Manager may provide incentives to journeymen completing such education, provided it is not mandatory, or is used to meet the requirements of local regulations and ordinances.

ARTICLE 4. UNION EMPLOYMENT SECURITIES

Section 1.

It is understood and agreed by and between the parties hereto that as a condition of continued employment, all persons who are hereafter employed by the Employer in the bargaining unit described in Section 1 of Article 1 shall become members of the Union not later than the thirtieth (30) day following the beginning of their employment or the execution date of this agreement, whichever is the latter; that the continued employment by the Employer in said bargaining unit of persons who are already members of the Union shall be conditioned upon those persons continuing their payment of the periodic dues and assessments of the Union; and that the continued employment of persons who were in the employ of the Employer prior to the date of this Agreement and who are not now members of the Union, shall be conditioned upon those persons becoming members of the Union not later than the thirtieth day (30) following the execution date of this Agreement.

The failure of any person to become a member of the Union at such required times shall obligate the Employer, upon written notice from the Union to such effect and to the further effect that union membership was available to such person on the same terms and conditions generally available to other members to forthwith discharge such person.

Section 2.

Check-Off

It is understood and agreed that the Employer will deduct any back unpaid dues and assessments owed the Union (provided such indebtedness was incurred during employment with the Company under a valid union-security clause), as well as the Union initiation fees and current

dues and assessments, from the paycheck of all employees who are covered by this Agreement and who have signed written legal assignments (sometimes known as "check-off card"). The check-off card shall be irrevocable for a period of one (1) year from the date of execution thereof, or until the expiration date of this Agreement, whichever occurs sooner. However, such assignments shall automatically renew themselves for successive yearly or contract periods, whichever is the lesser, unless the employee so executing the same shall give written notice to the Union and to the Employer, prior to the expiration of such applicable yearly or contract period, of his desire to revoke the same in which event the revocation shall be effective as of the last day of the applicable yearly or contract period. The monies so deducted under such assignments shall be from each weekly paycheck. The Employer further agrees to remit to the Union, monthly, all money so deducted from the paychecks of employees covered by this Agreement.

The Union shall inform the Employer as necessary from time to time of the amounts of money to be checked off for (a) initiation fees, (b) monthly periodic dues and, (c) periodic assessments.

The remittances of the Employer to the Union shall be accompanied with a statement or list showing (a) the full name of each employee subject to check-off, (b) his social security number, (c) the date of his last employment, (d) his job classification, (e) the amount of money checked-off, and (f) whether the check-off covers initiation fee, dues, assessments, or a combination thereof.

The Union shall furnish to the Employer and/or affected employees the form of check-off authorization and assignment referred to in Section 2 of this Article.

Section 3.

Further failure of any person to maintain his membership in good standing as required herein shall, upon written notice to the Employer by the Union to such effect, obligate the Employer to discharge such person.

Section 4.

Provided, however, no person shall be discharged until given notice of his obligations hereunder and given at least five (5) working days to comply with the provisions hereof. Such notice may be either oral or written.

Section 5.

Picket Lines

It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action in the event an employee refuses to enter upon any property involved in a primary labor dispute, or refuses to go through or work behind any primary picket line, including the primary picket line of any union party to this Agreement, and including primary picket lines at the Employer's places of business.

Section 6.

Struck Goods

It shall not be a violation of this Agreement, and it shall not be a cause for discharge or disciplinary action if any employee refuses to perform any service which his Employer undertakes to perform as an ally of an Employer of person whose employees are on strike, and which service, but for such strike, would be performed by the employees of the Employer or person on strike.

Section 7.

If the owner advises the Employer of a legitimate plant closing, this shall not be considered a lock-out. There shall be no arbitrary closing of jobs by construction management or contractor's representatives.

Section 8.

The Union will man on a 50/50 basis when there is unemployment for overtime.

ARTICLE 5. SCOPE OF WORK

- Section 1. All work performed by the pipefitter and/or plumber can, at the Employer's option, be either shop fabricated or field fabricated. Piping less than two and one-half (2-1/2) inches in diameter must be field or shop fabricated within the geographical jurisdiction of the Union by employees who are covered by this Agreement.
- Section 2. The Employer agrees that work directly connected with the fabrication of pipe bends, including the operation of bending machines, welded pipe assemblies and/or pipe formations, regardless of type of material or method of joining, shall be performed by Building Trades Journeymen or Apprentices at the respective regular and accepted Building Trades Journeymen or Apprentice wage rate in effect in the area where the pipe fabrication shop is located.
- Section 3. The Pre-apprentice, with approval of the General Foreman / Foreman, will be able, in a safe manner, to do whatever he is capable of doing except Code Welding and welds that require Bureau certification. This program does not restrict the Pre-apprentice from making commercial welds or welds not requiring Bureau certification.
- Section 4. The parties recognize and agree that the work of bargaining unit employees relating to new installation, reconditioning, or remodeling of plumbing, heating, air conditioning, power house process, refrigeration, temperature control, industrial control, and like systems, includes all phases of the work such as testing, charging, start up, calibrating, balancing, putting into operation, etc., up to the point of acceptance for final use. Therefore, it is agreed

that none but bargaining unit employees shall be assigned or permitted to do, or perform any of such work, including, but not limited to charging, testing out, balancing, calibrating, starting up, and putting in shape for final use with all parts and systems fully installed. Further, it is agreed that no sub-contractor or outside person, firm or corporation shall be engaged to do or perform any of such work.

- Section 5. It is further understood and agreed that the work of bargaining unit employees shall also include the descriptions in this section and in Sections 6 through 12. Heat tracing of every description whether the heat producing equipment, apparatus, lines, tubes, pipes, cables, tapes or materials are energized by steam, hot water, thermal conduction or convection, or by any other mode or method.
- Section 6. The receiving, handling, unloading, storing, rigging, erection and setting of all tanks, bins, silos, boxes, hoppers, or whatever the terminology may be; by whatever means necessary to accomplish the desired results.
- Section 7. The fabrication and erection of all pipework for all mechanical, residential, commercial, manufacturing, industrial and mining purposes, and for the transmission of such commodities whether they be termed wet or dry as pass through piping, chuteing, spouting, launderers, ducting, etc. from one point to another whether by pressure, vacuum or gravity in manufacturing, commercial, industrial, mining, etc. installations when such commodities are, or become part of, the product of such installations.
- Section 8. The receiving, handling, rigging, unloading, storing, assembling and erecting of all product recovery systems, materials, equipment, fans, blowers, pumps, tanks, bins,

hoppers, silos, receivers, classifiers, scrubbers, cyclones, separators, alleviators, etc. The fabrication of all piping, chuteing, spouting, launderers, ducting, etc., and all supports and hangers pertaining to such product recovery systems.

Section 9.

The installation of all air slide, air-veyor, pneumatic conveyor systems, etc. in their entirety, fans, blowers, pumps, tanks, bins, silos, boxes, hoppers, receivers, classifiers, scrubbers, cyclones, separators, alleviators, etc. The fabrication and erection of all piping, chuteing, spouting, launderers, ducting, etc., and all supports and hangers pertaining to such material handling systems.

Section 10.

The installation of all samplers and sampling systems whether the material be wet or dry.

Section 11.

The fabrication (field or shop fabrication performed by employees working under this Agreement within the geographical jurisdiction of Plumbers & Pipefitters Union Local 562) and erection of all pipe supports, equipment supports, roof top unit supports, cooling tower supports, unit heater supports, and all other hangers and supports used to suspend and/or secure any and all other equipment and appurtenances coming within the jurisdiction of the United Association. Hangers and supports referred to herein and in Section 8 and 9 may, at the Employers option, be fabricated with precut materials. All thread rod may be used provided that it is cut to length by employees working under this Agreement.

Section 12.

Fabrication and erection of all protective devices, bumpers, guard rails, etc., pertaining to installation of piping, equipment, etc., comes within the jurisdiction of the United Association.

Section 13.

The employees shall erect all scaffolding and staging used exclusively for erection, maintenance, renovation, inspection and repair of all work coming within the jurisdiction of the United Association.

ARTICLE 6. WAGES AND HOURS

Section 1.

With the exception of apprentices, pre-apprentices, and/or special trainees, if any, the straight-time hourly rate-of-pay applicable to the employees covered by this Agreement shall be as stated in Appendix "A".

Eight (8) hours shall constitute a day's work commencing at 8:00 AM and ending at 4:30 PM, allowing one-half (1/2) hour for lunch. There may be a flexible starting time for an entire or partial crew on a job when conditions dictate that it would be in the best interests of the workers, or the job and after consultation with the Business Manager. However, where the majority of crafts on a job are using flexible starting time, the Employer, at his option, may also use the flexible starting time between the hours of 6:00 AM and 9:00 AM after notifying the Business Manager.

To accommodate a customer a crew may start the work day other than between 6:00 AM and 9:00 AM (Flex Shift). If the straight time portion of the work day will end after 5:30 PM then the pay shall be eight (8) hours regular time pay plus two dollars (\$2.00) per hour premium for seven and one-half (7-1/2) hours work. If the straight time portion of the work day will end after 12:00 Midnight then the pay shall be eight (8) hours regular time pay plus two dollars and fifty cents (\$2.50) per hour premium for seven

(7) hours work. The Business Manager shall be notified prior to starting a job utilizing this non-regular work day.

Employees shall be expected and required to be at their employer's shop, yard or place of work five (5) minutes before commencement of the work day, but not before, and under no circumstances shall they leave their places of work prior to the end of the work day. All foremen and stewards are expected to carry out these contractual provisions.

Employees shall be expected and required to work a full eight (8) hour day for their compensation.

On Sundays, New Year's Day, Decoration Day, July Fourth, Labor Day, Veterans' Day, Thanksgiving Day or Christmas Day, they shall be compensated at double their straight-time hourly rate of pay. Saturday is at the rate of time and one-half (1-1/2) if it is being worked on a project that has the fabrication portion of the job being done in Local 562's jurisdiction or for a customer who normally has fabrication work done in Local No. 562's jurisdiction.

Friday after Thanksgiving and the day before Christmas will be holidays starting January, 2001. If the employer chooses to work these days, the employee will be paid at straight-time rate.

If a Holiday falls on a Sunday in a particular year the Holiday will be observed on the following Monday.

Whenever employees work overtime in excess of two (2) hours they shall also be allowed a one-half (1/2) hour meal. Employees working overtime at least four (4) hours in excess of said two (2) hours shall be allowed a one-half

(1/2) hour meal period for every four (4) hours thereafter. Employees will not be paid for meal period. If the Employer insists on working through any meal period, a one-half (1/2) hour premium will be paid for each meal period.

Working hours the day before New Year's should be decided by a majority of the plumbers and/or pipefitters employed on each specific job site. Such decision should be made at least forty-eight (48) hours prior to each holiday. Employees will be paid only for the hours worked.

Section 2. The regular work week shall consist of forty (40) hours of five (5) work days, Monday through Friday.

Wages at the established rates specified herein shall be paid once each week in the shop or on the job at or before quitting time no later than Friday at 4:30 p.m. or at the end of the appropriate shift of Friday. Exceptions to this rule must be agreed to by the Business Manager of the Union.

Section 3. The work week may consist of (4) ten-hour days if the remainder of the job site is working (4) ten-hour days, or with special permission of the Business Manager, with Friday as a make-up day. If the make-up day is a holiday, the employee shall be paid at the double-time rate.

Section 4. If an employee is terminated for cause, his/her last paycheck may be mailed the next normal workday (Monday through Friday).

Section 5. The provisions for overtime compensation on holidays and for work performed outside of regular working hours shall not apply in those instances where this agreement is applicable as to "Temporary Heat."

Section 6. While working overtime in a composite crew, the pipefitter or plumber will receive the same overtime rate as the crew they are working composite with, so long as the rate is not less than time and one-half (1-1/2).

ARTICLE 7 SERVICE WORK

Section 1. **Scope of Work**
Mechanical service and maintenance work is the work normally performed by an Employer, either by contracts or an emergency call basis, relating to evacuation, charging, start-up, inspection, operating, maintenance and service calls necessary to keep all mechanical systems and controls of refrigeration, air conditioning, heating and/or ventilation, boilers, pumps, mechanical equipment, piping systems and building automation systems, or any other newly installed, remodeled, revamped, or redesigned mechanical and piping system in operational order. It shall also include the installation of the mechanical work on light commercial projects, including fast food restaurants, commercial strip shopping centers, office/warehouse buildings, small office buildings, etc. Service and maintenance shall include, but not be limited to, all the maintaining, cleaning, adjusting, repairing, overhauling, modifications, renovation, installation, and/or replacements, starting and balancing of any systems, or component part thereof, regardless of size or location, including all other service and maintenance work assigned to the Employer by the customer. Non-bargaining unit employees of the Employer or his vendors or contractors may supervise work of a technical nature related to testing, monitoring and diagnosing performance problems, computer, and communication systems or for the purpose of instruction and training.

The Union and the Employer understand the customer may, at his discretion, choose to perform or directly subcontract for any part or parts of the work herein described. The Employer's obligation under this agreement refers only to work that the Employer has contracted to perform.

Section 1.1 **Emergency Repair - Plumbing**
The Union agrees to work on all emergency repair work, not to exceed three (3) hours at the applicable wage rate and the Employee's time starts when he receives the call and ends upon completion of the job.

Section 1.2 **Service/ Repair Work - Plumbing**
Employee's time starts when he/she receives the call and ends at the completion of the job.

Section 1.3 **Saturday Residential Service Work - Plumbing**
If Member and Contractor agree, the member can perform residential service/repair work on Saturday and receive a minimum of eight (8) hours of regular straight time pay, with all hours over eight (8) to be paid at the overtime rate. The member that works Saturdays shall have the following Mondays off if he/she so desires. The Union must be notified of this agreement by the Member or Contractor.

Section 2. **Permanent Shift Work Conditions**
For plants, complexes and/or projects, a four-cycle shift system may be operated when work is performed on a seven (7) day continuing basis, after consultation with the Business Manager.

The names of those men employed on permanent shifts will be published, showing shift rotation and the working shift or the day off for each man, for a period of at least three (3) months.

Section 3.

Hiring and Use of Men

The Employer shall be permitted a ratio of one apprentice or "pre-apprentice" for the first journeyman, and then permitted an additional apprentice or pre-apprentice for every two (2) journeymen employed.

Section 4.

Wages, Benefits, & Hours of Work

Eight (8) consecutive hours per day shall constitute a standard, work day with a flexible starting time between 6:00 AM and 9:00 AM. To accommodate a customer a crew may start the work day other than between 6:00 AM and 9:00 AM. If the straight time portion of the work day will end after 5:30 PM then the pay shall be eight (8) hours regular time pay plus two (\$2.00) dollars per hour premium for seven and one-half (7-1/2) hours work. If the straight time portion of the work day will end after 12:00 Midnight then the pay shall be eight (8) hours regular time pay plus two dollars and fifty cents (\$2.50) per hour premium for seven (7) hours work. Forty (40) hours per week shall constitute a week's work. All time worked before and after the regularly established work day in any twenty-four (24) hour period shall be at a rate not to exceed time and one-half the employee's regular shift rate of pay. Time worked on holidays shall be paid at a rate not to exceed double time the employee's regular shift rate of pay.

Section 5.

Standby

The Standby Service pay rate is one (1) hour's time at the applicable straight time wage rate for week nights or equivalent to two (2) hours for Saturday, Sunday and holidays.

Section 6.

Uniforms

When special uniforms are required by the Employer, the Employer shall supply such uniforms. Uniforms shall be cleaned at employees' expense and be worn complete as furnished.

Section 7.

Vehicle Policy

Employee will be signatory to Company Vehicle Policy, and be responsible for vehicle order, appearance and cleanliness, and be responsible for scheduled maintenance such as lube and oil change (at Company expense). Such routine maintenance will be performed on the employee's own time.

Pipefitters or plumbers employed for service or residential work shall be permitted to use their automobiles and for the use thereof shall receive additional compensation at the rate of one dollar and fifty cents (\$1.50) per hour plus fifty cents (\$.50) per service call after the first service call.

When automobiles are used, the employees shall carry full liability insurance coverage with an insurance company licensed to do business in the State of Missouri and shall furnish their Employers with certificates showing that such insurance is in effect.

Section 8.

Apprentices shall be paid at the same ratio of pay as the journeyman with whom he works on overtime or premium time.

Section 9.

Classification of Pre-Apprentice

All routine maintenance and inspections, regardless of size or location of the plumbing or mechanical equipment being inspected or maintained, where the work is done as a

periodic routine service, inspection and maintenance procedure by employee such as:

- a. filter changing and maintenance thereof.
- b. oil and greasing.
- c. belt adjustment or replacement.
- d. cleaning of cooling towers, coils, evaporator and condenser tubes and water treatment.
- e. general housekeeping
- f. system operation under contract with customer.
- g. cleaning, repairing and routine maintenance of solar energy equipment and HVAC power electronic control devices.
- h. in an area where a problem exists with non-union competition, the assignment of the pre-apprentice duties may be adjusted to meet local conditions mutually agreeable to Contractor and Union.
- i. installation and service of heating, air-conditioning, gas piping and plumbing, where applicable on residential work (condo, apartments, retirement centers, etc., where not supplied by central heating and air conditioning plant).
- j. a pre-apprentice may be used on a one (1) to one (1) basis with a journeyman for repairing, replacing, and retrofitting heating, ventilating, and air conditioning systems.
- k. pre-apprentice on residential construction will be supervised by a Building Trades Journeyman with no restrictions except for safety.

- l. pre-apprentice will be paid a rate as scheduled.
- m. pre-apprentice must sign agreement on cost of training.
- n. overtime: Residential and Service time and one-half (1/2) for overtime.
- o. this will not affect the Apprentice Program.

Section 10.

Continued ongoing training - there will be established a minimum mandatory yearly training consisting of three (3) hour courses, to be taken by every member of Plumbers & Pipefitters Local Union #562 who are employed as service fitters or service plumbers on their own time, and developed jointly by the Joint Service Committee.

ARTICLE 8. WORKING CONDITIONS - CONSTRUCTION WORK

Section 1.

Insofar as is practical, when overtime is necessary it shall be equally and impartially divided by the Employer among the journeymen and apprentices on the job. Men not working on the particular job during regular working hours shall not be brought from other jobs and placed on overtime work while any of the regular crew are available and willing to work.

Section 2.

Inclement Weather
On any day when rain, snow or inclement weather at the job site does not permit the job to progress satisfactorily, the employees shall be paid for all time worked, but in no event shall be paid less than a minimum of two (2) hours show up, unless the employee shall have been directed not to report for work. It is the joint understanding of the parties hereto that the meaning of this clause, that is immediately preceding is as follows:

If a journeyman pipefitter or plumber reports to work on any day and is put to work by the Employer, and the weather conditions do not change appreciably for the worse within two (2) hours from starting time, then he shall be entitled to continue to work and be paid for the time worked. If a journeyman pipefitter or plumber reports to work on any day and he is put to work by the Employer and the weather conditions change appreciably for the worse within two (2) hours from starting-time, then he shall be paid for the time worked, but not less than two (2) hours.

When journeymen are requested to report for work any time before or after working hours, or on days recognized as holidays, they shall be paid show-up time at the overtime rates.

Section 3a

Temporary Plumbing

It is recognized and agreed by both parties that the installations, operations, maintenance and protection of all temporary plumbing systems such as: (Temporary water, waste, toilet facilities, trailers, portable buildings, etc.) for wash up, drinking and cleaning on various types of construction is and has been traditionally the work of the Plumbers. This clause excludes self-contained, portable sanitary facilities.

Section 3b

Temporary Heating & Cooling

It is recognized and agreed by parties to this Agreement that the operation, maintenance and protection of all heat or cooling producing devices and systems (Regardless of the type of fuel utilized) is and has traditionally been the work of pipefitters. These heating or cooling devices and systems include but are not limited to Salamander, Portable or Permanently Affixed Oil or Gasoline Fired Unit or Blowers, gas fired units of any size or description

(whether using City gas, Propane, or Gas of any other type), High and Low Pressure Steam Systems, Conventional or High Temperature High Pressure Hot Water Systems (including distribution systems), and Air Conditioning and Cooling Systems. The jurisdiction of the pipefitter runs concurrently with the entire life of the Project. It is agreed that the utilization of the permanent Heating System, Air Conditioning and Cooling, or any part thereof for the purpose of temporary heat or air conditioning and cooling shall not commence until that system or that part to be utilized is within the guarantee period. The Union recognizes as one of its prime obligations in the operation of temporary heat, air conditioning or cooling, the maintenance and protection of the equipment being used.

When shifts are agreed upon by Business Manager there will be three (3) eight (8) hour shifts commencing at 8:00 AM. Shifts during the regular work week will receive straight time with time and one-half being paid for Saturdays and Sundays. Time and one-half will be paid for the heretofore designated holidays.

If the heating system is complete and, having been tested out, is acceptable by the owner and letter of acceptance is issued to the contractor relieving him of any responsibility and starting the guarantee period no standby will be required.

Section 4.

Shift work may be performed, if agreed to by the Employer and the Business Manager, but when performed, must continue for a period of not less than three (3) consecutive work days, two (2) days which must be regular work days (Monday through Friday). In the event the second or third shift of any regular work day shall fall into a Saturday or a holiday, such extension into a Saturday or

holiday shall be considered as part of the previous work-day and employees shall be paid at the regular shift rate.

The first day shift shall work a regular eight (8) hour day at regular rates. The second shift shall be eight (8) hours regular time pay plus \$2.00 per hour premium for seven and one-half (7-1/2) hours work. If a third shift is worked, it will be for eight (8) hours regular time pay plus \$2.50 per hour premium for seven (7) hours work. Second and third shifts will be manned on a fifty-fifty (50/50) basis with the Union when unemployment prevails.

Work in excess of the shift work hours and all hours worked on Saturday or Sunday and holidays as set out in the Contract shall be paid at the overtime rate called for elsewhere in the contract.

Section 5.

A single fitter or plumber will be allowed to work on a job site when both the nature of the work is light enough and working conditions do not present a concern for him or her to work alone effectively and safely. When the conditions require two or more fitters and/or plumbers on a job site, this does not limit them from performing separate tasks safely and effectively alone for the purpose of job productivity. The employer shall determine the number of employees the job requires. Should a dispute arise out of the employer's determination, the dispute will be referred to and resolved by the Joint Conference Committee. There will be no restrictions placed on any employee working alone in any situation where they can safely and effectively execute the assigned task.

Section 6.

Diving Crews

(a) A Diving crew shall consist of not less than two

(2) divers and two (2) Diving tenders with additional divers and tenders being employed as required.

One (1) of the divers shall be at least a foreman.

(b) A diver is a journeyman pipefitter or plumber who wears diving gear which directly supplies him with compressed air, or other compressed gases for breathing purposes, and who personally enters and descends below the surface of the water to work at the ambient pressures encountered therein.

Straight time wage rate received by divers shall be two and one-half times the hourly rate.

(c) A tender is a journeyman pipefitter or plumber whose duties shall consist of tending the diver, and working on the upkeep, and repair of the diving gear. Straight time wage rate received by tenders shall be the journeyman rate.

(d) When diving crews are called out to perform work they shall be guaranteed at least eight (8) hours work at the applicable rate established for the job. Eight (8) hours shall constitute a day's work, commencing at 8:00 AM and ending at 4:30 PM, allowing one-half hour for lunch from 12 noon to 12:30 PM. All provisions contained in the Agreement and contract shall apply.

(e) Divers shall not be permitted to perform actual under water work in excess of three and one-half (3-1/2) hours in any given twenty-four (24) hour period, and shall not exceed limits established by the United States Navy. Doctors shall be on twenty-four (24) hour call, and decompression chambers be located prior to divers entering water. A two-way communication system shall be established

between first aid room and divers shack or general foreman's office.

(f) All diving equipment and gear is to be furnished by the Employer.

ARTICLE 9. STEWARDS

Section 1.

When two (2) or more men start a job, one (1) may act as the steward with the approval by the Union. The Union will appoint a steward on the basis of such employee's tact, diplomacy and capabilities. A steward shall be a working employee and in addition to his work as a journeyman, shall be permitted to perform during the working hours such of his union duties as can not be performed at other times. The Union agrees that such duties shall be performed as expeditiously as possible. Should the steward be neglectful of his responsibilities to either the Union or Employer, he shall be subject to being relieved or discharged under the conditions of the contract, after discussion between the Business Manager and the Employer or authorized officer. In the event of a lay-off the steward shall be second to the last man laid off, providing he possesses the necessary skills to perform the work required.

Section 2.

The following procedure will be used in the event of a jurisdictional dispute on the job site:

Step 1: The Steward and/or general foreman will notify the business agent and the affected contractor of a potential jurisdictional dispute.

Step 2: Whoever is doing the work in dispute will be allowed to continue without interference from Local 562. It is understood that the business agent

will not make any comment as to what he believes is the proper assignment of the jurisdiction, at this time, to the steward and/or general foreman.

Step 3: The Business Agent, after conferring with Local 562 management, will notify the contractor of the potential jurisdictional dispute.

Step 4: The Contractor will be allowed three (3) working days to work out the jurisdictional dispute in question.

Step 5: Within three (3) days, the contractor will notify the Business Agent of the Contractor's efforts to resolve the jurisdictional dispute.

Step 6: Then, and only then, will the Business Agent notify the Steward and/or General Foreman of the disposition of the work.

Section 3.

Authorized representatives of the Union shall have access to jobs where employees covered by this Agreement are employed, providing they do not unnecessarily interfere with the employees or cause them to neglect their work, and further provided such Union Representative complies with contractor's customer's rules.

ARTICLE 10. FOREMAN

Section 1.

A General Foreman, Area Foreman, or Foreman shall be defined as a journeyman pipefitter or plumber who assumes responsibility for the Employer and supervises installations and lays out work for other journeymen and apprentices. In addition, he shall furnish man-hour reports and breakdowns as requested by the Employer. A journeyman working alone shall be responsible for laying-out and installing his/her own work.

2. On any job where there are two (2) pipefitters or plumbers employed, one of the two must be at least a Foreman. When there are nine pipefitters or plumbers on the job, one (1) of the nine (9) will be a General Foreman. The Parties agree to strive to meet the language of the previous contract.

Any plumber or pipefitter whose classification is raised to general foreman during the progress of a job shall remain at general foreman classification until the completion of the job.

Nothing in this Agreement shall restrict the foreman, area foreman or general foreman from working with tools. The intent of the above wording is meant to jointly (Local 562/MCA/PIC) reinforce the fact that foreman are to be included in the make-up of a working crew. Equally, it is the intent of this language that the foreman will not be an odd man in the crew. Unless specifically requested by the employer, the foreman will be a working foreman in the crew, in addition to his supervisory responsibilities—i.e., including, (but not limited to) furnishing man hour reports, layout, ordering material, etc. The first duty, and main responsibility, of the working foreman is to see that his crew is productive at all times. It is also firmly understood that the foreman will be responsible for the work of the men under his supervision. Any work that must be done over due to faulty workmanship will be done by the journeyman—under the supervision of the foreman—on their own time. Should a dispute arise out of the employer's determination, the dispute will be referred to and resolved by the Joint Conference Committee.

The Employer shall conduct all business involving personnel with the pipefitter or plumber in charge of the job.

- Section 3. Any Employer who has a job out of the jurisdiction of Local No. 562 may, at Employer's discretion, send one (1) employee of this bargaining unit to run the job.

- Section 4. When an employee is sent to work out of town to take charge of a job, he shall receive general foreman wage rates.

The aforesaid General Foreman shall be permitted to take charge of more than one (1) job location within the confines of a specific locality.

Any employer taking employees of this bargaining unit outside the area covered by this Agreement shall be obligated to apply the terms and provision of this Agreement to such employment. Further, the Employer shall, in such instances, reimburse employees for fees and expenses incurred.

- Section 5. All business and living expenses incurred by employees on out of town jobs or out of the jurisdiction of Local 562 must be paid by the Employer.

ARTICLE 11. UNAUTHORIZED ACTIVITY

- Section 1. It is understood and agreed that the Union shall have no financial liability for acts of its members or agents which are unauthorized and which the Union cannot control. It is agreed, however, that in the event of any such unauthorized action, the Union shall, upon receiving notice thereof, urge its members to return to work, if there should be a work stoppage, and just as soon as practical address a letter to the Employer notifying the Employer that the action of the union members or agents is unauthorized.

Section 2. The Employer shall be privileged to discipline employees responsible for such unauthorized activities without violation of the terms of this Agreement.

Section 3. In order that the Employer may be apprised of the officer of the Union empowered to authorize strikes, work stoppages, or actions which will interfere with the activities required of employees under this contract, it is understood and agreed that only the Business Manager of the Union has the power or authority to authorize any such actions or give the orders or directions necessary to carry out any such action.

ARTICLE 12. SAFETY AND PROTECTION

Section 1. There shall be no restrictions of the use of tools or machinery of the trade provided they are not dangerous to health or safety. In order for both the Employer and the Union to be competitive, they mutually recognize the need to utilize the most modern, efficient, and economical tools and equipment available, and the Union agrees to endorse and encourage the use of said tools and equipment both in the Employer's fabrication shop and on all job sites.

Section 2. Employees who are required to obtain medical treatments resulting from occupational illness or accidents arising out of and during course of employment shall do so as expeditiously as possible and shall notify their foreman in advance.

Section 2a. It is understood and agreed that an apprentice, while at the training school attending required classes, continues at all times to be in the employ of his/her employer and it

is specifically understood and agreed that the employer is responsible for providing Workers' Compensation coverage for the apprentice while at the training school attending required classes and otherwise employed.

Section 3. The Union and the Association agree to establish a Joint Committee on Safety and to include a course on Safety in the Journeyman and Apprentice Schools.

As a condition of employment, all members of Local 562 must have successfully completed a 10-hour OSHA safety training class. There will be a 60-day grace period from the signing of the new contract, or, upon joining Local 562.

Section 4A. All tools and equipment needed by the pipefitter employees doing mechanical work shall be furnished without charge by the Employer, except that each employee will provide after 12/31/2000:

1. torpedo level - magnetic, flashlight, tri-square, straight screwdriver (8 inch), #2 Phillips screwdriver, 6-foot rule (folding type, inside read), 25-ft. tape measure, 12" crescent wrench, 12" pipe wrench, 14" pipe wrench, 12" channel lock pliers and "imp" copper tubing cutter. The Employer shall replace any broken or worn out tools. No employee shall be required or permitted to supply, lease, rent or lend any means of conveyance, tools or equipment. But employees shall be responsible for the proper care of tools and equipment furnished.

The following items will be furnished by employees starting 1/1/2000:

2. Foul weather gear, including footwear

3. Prescription safety glasses

Members of the Union who do not routinely perform pipefitter work, pre-apprentices and travelers will be exempt from furnishing the tools required above.

ion 4B.

Employees performing plumbing work will furnish and be responsible for hand tools as proscribed by the JATC and Labor/Management Committee. The tools currently required are:

1. 10" pipe wrench, 14" pipe wrench, 12" adjustable wrench, 6" adjustable wrench, 10" tongue and groove pliers, 8" slip joint utility pliers, 25 ft. tape measure, adjustable hack saw, compass saw, 18" aluminum level, torpedo level, 8" Phillips screwdriver, 14" square blade screwdriver, telescopic shank basin wrench, ripping claw hammer, 1-1/4 lb. ball peen hammer, torque wrench, smooth jaw monkey wrench, 12" straight metal snips, safety goggles, "imp" copper tubing cutter, tubing cutter 1/4" - 2", tool box with tray - 24" x 9-1/2" x 9-1/2" high, folding hex key set, flat bastard file with handle, 1/2" x 6" center punch, 3/4" cold chisel, roll of twine, chalk refill, 5/16" nut driver.

2. Foul weather gear, including foot-wear.

3. Prescription safety glasses.

Members of the Union who do not routinely perform plumbing work, pre-apprentices and travelers will be exempt from furnishing the tools required above.

Section 5.

If employees work where they are exposed to acids, caustics, or hazardous conditions, the Employer shall furnish them free of charge protective clothing and equipment.

Section 6.

"Dead Man" Switches (those that shut off whenever pressure is released on the trigger or switch) shall be required on all portable power hand tools.

Section 7.

On all jobs there shall be provided by the Employer without charge (1) brazing and safety goggles, (2) hard hats, (3) new hat bands, (4) sturdy and adequate scaffolding and ladders, (5) adequate ventilation equipment for welding galvanized pipe, and (6) temporary water and toilet facilities sufficient to maintain proper sanitary conditions.

Section 8.

Employers shall reimburse employees for any damage which may occur to their clothing and prescription safety glasses while the employees are working or while their clothing is on the Employer's premises or job site, when such damage is caused by fire, acid, chemicals or theft by forcible entry as covered by standard policies.

ARTICLE 13. EMPLOYEE JOB SECURITY

Section 1.

The terms and provisions of this Article have been negotiated and agreed upon by and between the parties for the purpose of providing covered employees with the maximum job security and steady employment warranted by the Employer's business, and for the additional purpose of providing against the diminution of the established wage scales and working conditions which may result if persons outside of the bargaining unit here involved are free to do the work for less.

Section 2. The Employer shall not direct, require or permit any of its employees, who are not included within the bargaining unit covered by this Agreement to do or perform any of the work which is done or performed by those within the bargaining unit. Nor shall owners, Employers, those having a proprietary interest in the business, or persons outside of this bargaining unit, be directed, required or permitted to do or perform any of said work.

Section 3. During the term of this agreement the Employer shall not engage independent contractors, self-employed persons, or outside persons, firms or corporations to do or perform any of the work which is done or performed by the employees covered by this Agreement.

ARTICLE 14. MISCELLANEOUS

Section 1. No person having a proprietary interest in the business of the Employer shall be permitted to work at the pipefitting or plumbing trade with the tools of the trade except for the limited purpose of necessary supervision or instruction.

Section 2. If the Employer is not covered by the Workers' and Unemployment Compensation Laws of the State of Missouri, the Employer shall cover his establishment thereunder and comply with the law in all respects.

Section 3. The Union agrees to furnish the Association a current list of Employers of the Local 562 men and to maintain this list in a current status.

Section 4. In-plant work within the scope of the current National Mechanical Equipment Service and Maintenance Agreement shall be covered by said Agreement.

Section 5. The Union agrees to offer training in downhill welding to all apprentices and other members of the Union so that they will become proficient in this welding procedure.

ARTICLE 15. HEALTH AND WELFARE TRUST FUND

Section 1. Subject to the terms and conditions of the subsequent sections of this Article, the presently existing Health and Welfare Trust Fund known as "Plumbers' and Pipefitters' Welfare Educational Fund," shall be continued in full force and effect. It shall continue to be maintained and administered in accordance with the present amended written trust indenture as well as any future amendments thereto.

The Board of Trustees for this Fund shall consist of ten (10) natural persons designated as follows: Five (5) Trustees shall be designated by the Union ("Union Trustees"), three (3) Trustees shall be designated by the Mechanical Contractors Association of Eastern Missouri, Inc. and two (2) Trustees shall be designated by the Plumbing Industry Council of St. Louis (collectively, "Employer Trustees"). The Board of Trustees shall maintain and administer the Fund and the Plan as provided for in this Trust.

Section 2. All Employers obligated to the terms and provision of this collective bargaining agreement shall contribute, pay and remit to the Trustees of the Fund, at the office of the Fund, amounts set forth in Appendix A, for each hour worked by each employee covered by this Agreement, at

least until such time as the rate of contribution may be changed in the manner hereinafter provided for.

The parties hereto agree that contributions to this fund will be made based on hours worked.

The payments or contributions shall not be subject to deductions of any kind or nature.

The payments or contributions shall be made for and on behalf of all employees working as a part of the collective bargaining unit covered by this Agreement, whether or not their names appear on the Union check-off list.

Section 3.

As shall be determined jointly from time to time by the Board of Trustees of this Fund, the Board of Trustees of the Plumbers' & Pipefitters' Pension Fund, and the Board of Trustees of Plumbers' & Pipefitters' Local Union #562 Supplemental Pension Plan and Trust (See Article 16), future Employer payments or contributions to this Fund shall be increased or decreased as deemed necessary to maintain and administer the three Funds provided, however, contributions into the Pension Trust plus contributions into the Health and Welfare Trust and the Supplemental Pension Trust shall always equal the amounts during the designated periods of time in Appendix A.

The contribution rates for the Welfare, Pension, and Supplemental Pension Funds shall apply only to Secured Employers. Secured Employers are those Employers who have posted and maintained the Surety Bond, Automatically Renewable Certificate of Deposit, or Irrevocable Letter of Credit, as required by Section 4 of this Agreement. In recognition of the increased risk and administrative costs sustained by the aforementioned Funds whenever an Employer fails to obtain or maintain the required

Surety Bond, Automatically Renewable Certificate of Deposit, or Irrevocable Letter of Credit, effective the date of approval of this Agreement, during which an Employer fails to qualify as a Secured Employer, the principal contributory rates per hour for any such Employer to the Welfare, Pension, or Supplemental Pension Funds shall be 10% greater than the rates applicable to Secured Employers, rounded up to the next cent. This additional 10% shall inure to the benefit of the Funds generally and shall not be credited to the account of any particular participant. Any liquidated damages owed by an Unsecured Employer shall be computed based on the higher principal rates applicable to Unsecured Employers. Prior to being required to contribute at the rate applicable for Unsecured Employers, the Employer shall be given sixty (60) days advance notice by the Trustees or their representative(s).

It is intended, understood, and agreed that should any tribunal determine that the higher contributory rates applicable to Unsecured Employers are for any reason unenforceable, then such Unsecured Employers shall remain liable for the contributions at the rates prescribed for Secured Employers.

Section 4.

The Union shall not furnish plumbers or pipefitters to any Employer, unless such Employer has previously delivered to the Administrator of the Funds security for the timely and full payment of all Fringe Benefit, Industry Benefit Fund, and dues and assessment contributions provided for under this Agreement. Security shall be kept in full force and effect for the entire term of this Agreement unless the Employer ceases to perform any work under this Agreement. This security, in the discretion of the Employer, shall be in one of the following three (3) forms:

(a) A corporate surety bond issued by an insurance company duly licensed to do a surety business in the State of Missouri in which the Welfare Educational Fund, the Plumbers' & Pipefitters' Pension Fund, the Supplemental Pension Trust, and Plumbers' & Pipefitters' Local Union 562 and the Mechanical Contractors Association of Eastern Missouri, Inc. and/or the Plumbing Industry Council, (Industry Benefit Fund) are the obligees conditioned on the full and timely reporting and paying of Fringe Benefit Funds, dues and assessments contributions and in the following principal amounts based upon the maximum bargaining unit employees employed or to be employed in any regular payroll period for the ensuing year.

1. 1 - 5 employees \$ 7,500.00
2. 6 - 10 employees \$ 15,000.00
3. 11 - 15 employees \$ 25,000.00
4. 16 - 25 employees \$ 50,000.00
5. 26 - 50 employees \$ 100,000.00
6. over 51 employees \$250,000.00

(b) A one month automatically renewable certificate of deposit issued to the Welfare Educational Fund, the Plumbers' & Pipefitters' Pension Fund, and the Supplemental Pension Trust by a bank or trust company insured by the Federal Deposit Insurance Corporation in the same principal amount as provided for the surety bond.

(c) An irrevocable Letter of Credit in the same amount and for the same terms as the aforesaid from a commercial bank in a form satisfactory to the Trustees.

It is understood and agreed that the failure of an employer to submit a bond or irrevocable letter of credit as pro-

vided in this Agreement constitutes irreparable harm to the Union and the Funds. The employer agrees that it will not perform work within the jurisdiction of these Articles of Agreement at any time during which time it is in breach of the provisions of Article 15, and it is further understood and agreed that the Union and / or the Trustees are entitled to injunctive relief obligating the employer to perform no work within the jurisdiction of these Articles of Agreement until such time as the employer has submitted the required bond or irrevocable letter of credit.

An employer's number of employees shall be determined by considering the average number of employees listed on the employer's monthly reports for the preceding twelve (12) month period starting July 1, through June 30. If an employer has failed to submit timely and/or accurate reports, then the Trustees shall have the authority to make a reasonable estimate of the average number of employees and set the amount of that employer's bond accordingly.

The principal amount of the security under (A), (B), or (C) shall be adjusted, as required, in order to reflect current employment for each such Employer.

Any employer who receives notice from the Trustees to post security or to increase the amount of security posted, shall do so not later than thirty (30) days after receipt of such notice.

Upon any delinquency being disclosed as to any Employer in the Fund Administrator's monthly report the following shall occur:

(a) **UNION ACTION:** Immediately upon receipt of the monthly delinquency report the Union shall give to each Employer whose payment or other required conduct is delinquent as such delinquency is defined in this Section 4, notice of its delinquencies by Certified Mail, Return Receipt Requested. A copy of each such notice shall also be mailed to the Trustees. Such notice shall state the fact that the Union believes such Employer is delinquent and the reason(s) therefore, and shall further state that unless such delinquencies, together with all liquidated damages provided herein, are paid and remedied within five (5) working days of Employer's receipt of said notification, then notwithstanding any other provisions of this Agreement, the Union shall remove all employees covered by this Agreement from the Employer and the Union shall have the right to picket, publicize, or exercise any other economic sanction available to it. Such removal of employees and resulting cessation of work by employees covered by this Agreement may continue until the Executive Director of the Fund verifies that there are no monies owed to that Fund by such Employer, and that such Employer has provided the full security required by this Section 4, or that a settlement approved by the Trustees has been agreed upon in writing; provided, however, that the Union shall not be required to remove such employees or to continue such removal of employees from such delinquent Employer where the Union certifies in writing to the Trustees reasons (1) why it would be imprudent or unreasonable to do so and (2) why such action would jeopardize the prompt collection of the monies due the Fund or the Employer's taking the other delinquent action as required by this Section 4.

The Administrator shall forthwith notify the surety of the Employer's default and demand indemnification from the surety in compliance with the terms of the bond or, in the event alternate security has been posted by the Delinquent Employer, take all appropriate action to redeem that security to the extent of the Funds' entitlement.

Notice of the foregoing actions and the results thereof shall be promptly given by the Union and the Fund Administrators to each Fund Trustee.

These actions shall be in addition to and not to the exclusion of any other actions and remedies available to the funds, the Union and the Association under applicable law.

The Trustees are empowered to implement a "stamp" program if this bonding procedure does not result in improved collections.

Payments Due: Prompt payments into the Plumbers' & Pipefitters' Welfare Educational Fund are imperative in order to provide for orderly administration of the Fund assets, prompt payment of obligations of the Fund, and satisfaction of the provisions of the Employee Retirement Income Security Act of 1974, as amended (ERISA). Unless otherwise directed by the Trustees in writing, payments to the Fund from each Employer shall be due and payable on or before the fifteenth (15th) calendar day of each month for the hours worked by all employees through the last payroll period ended (Sunday) in the prior month. Payment into the Fund must be postmarked on or before the fifteenth (15th) calendar day or such other date as the Trustees may direct in writing and must include full payment for all

hours worked through the end of the last payroll period (Sunday) in the prior calendar month.

Reports: Each Employer agrees to furnish the Trustees a monthly report in a form to be determined from time to time by the Trustees, providing the names, time worked, and other relevant information for all employees covered by this Agreement. If the Employer has no employees covered by this Agreement working during any month, a reporting form for that month so stating shall be filed within the above time limits. In case any Employer shall forward a single check or other instrument covering payments to more than one Fund, each such Trust Fund shall have an interest in the Employer remittance in the amount shown on the monthly report forms as being due to that Trust Fund.

The Fund shall be entitled to presume that the records of Pipefitters Local Union No. 562 concerning the identity of the employer and the dates of employment are correct.

If a contributing employer fails to submit timely or complete notice of the union members employed and the hours each member works, the Fund may presume that each union member who works for any such employer during any calendar week (as shown by the Union records) was employed for forty (40) hours during each such week, and to assess and collect contributions based on this presumption.

Any contributing employer may, in writing, request a hearing on whether any employee was in fact so employed for forty (40) hours during any given week. At such a hearing, the burden of proof shall be upon the contributing employer. The Trustees

shall have complete discretion to determine what evidence shall be sufficient to overcome the presumption.

Audits: The Employer agrees that the Trustees of the Fund shall have the right to verify the accuracy of reports and contributions made by the Employer, by having their respective employees, agents, representatives, attorneys, or accountants audit, and examine during the Employer's regular business hours the Employer's weekly payroll journal, individual earnings records of the employees, copy of Federal payroll tax return (blanking out earnings data, but not names, for employees not working under this Agreement) and other payroll records as may be necessary to allow such examiner to determine whether the Employer is making and has made full and complete reports and contributions as required by this Agreement. Failure to cooperate in such an audit by providing reasonable access to such books and records and answering reasonable inquiries shall constitute a delinquency hereunder.

Delinquencies: Any Employer who fails to make full and timely payment(s), to file reports, to cooperate in an audit, or to perform any other duty required in this Section 4, including Employers who furnish an insufficient funds check to the Fund, shall be deemed delinquent, and shall therefore be obligated, liable and subject to the following in addition to any other remedies provided under this Agreement or by law: (a) liquidated damages equal to \$2.00 for each day of delinquency up to a maximum of \$40.00 for any one (1) month of delinquency, plus two (2%) percent per month, or any fraction of a month, of the unpaid amount starting

from the first day of such delinquency and ending when such delinquency is paid in full; (b) payment of all reasonable attorney's fees, court costs, audit costs, and other reasonable expenses incurred in the collection of such delinquency and liquidated damages or in the enforcement of any other duty required under this Section 4; (c) payment to any employee affected by such delinquency of a sum equal to the value of any benefits lost by such employee by reason of Employer's delinquency; (d) reimbursement to the Fund for the cost or value of any benefits which may be made available by the Trustees to any employee affected by the failure of the Employer to contribute or properly report to the Fund. In the event of delinquency, suit may be filed on behalf of any of the Funds, including the Mechanical Contractors Association of Eastern Missouri, Inc. or the Plumbing Industry Council, by the Trustees, or by the Union.

Monthly Delinquency Report: On the first working day after the twentieth (20th) day of each month, the Executive Director of the Fund shall furnish the Union and the Trustees (with copy to the Mechanical Contractors Association of Eastern Missouri, Inc. and the Plumbing Industry Council), a list of each Employer's contributions to the Fund, the date such contributions were received, and the amount received and hours contributed for, together with a listing of each Employer from whom reports and/or payments have not been received that month.

Repeated Delinquencies: In the event of repeated delinquency by the same Employer, the Trustees may, by written notice, require the Employer to make advance deposits, or contributions on an acceler-

ated basis. For example, monthly payments may be required by the fifth (5th) day following the end of the month, or by the end of each week and in cash delivered to a bank or other place designated by the Trustees.

All Rights Reserved: All the rights granted herein to the Trustees or to the Union with respect to enforcement of obligations to the Trust Funds or in any of the Trust Agreements, are cumulative, and the exercise of or failure to exercise any one or more of them shall not be deemed a waiver of authority to exercise any other rights. The acceptance of any contributions from any Employer shall not release or discharge it from the obligation to contribute for all hours worked under this Agreement for which no contribution has actually been received notwithstanding any statement, restriction or qualification appearing on any check from such Employer or other source. Any Employer whose payments to the Fund are delinquent at the inception date of this Agreement shall be governed, as to such existing delinquencies only, by the provisions of the collective bargaining contract in existence when such delinquencies arose.

Section 5.

1. The Mechanical Contractors Association of Eastern Missouri, Inc., and each of its members, The Plumbing Industry Council and each of its members, hereby appoint the Plumbers' & Pipefitters' Welfare Educational Fund (Welfare Fund) as agent solely for the purposes of:

- a) Remitting to the Internal Revenue Service the employer's share of taxes imposed by the Federal Insurance Contributions Act (FICA), the Federal Unemployment Tax Act (FUTA), or other federal taxes

imposed upon an employer's payroll, said taxes being imposed upon sick pay benefits paid by the Welfare Fund; and

b) Preparing and filing with the Internal Revenue Service all documents necessary to account for and report said taxes.

2. The contribution obligation of each Employer to the Welfare Fund shall remain at the same rate as was in place prior to the effective date of this amendment provided however a portion of each Employer's contribution obligation equal to one-half (1/2) cent per hour worked shall be held in escrow by the Welfare Fund in a separate sub-account of such Welfare Fund and shall be used solely for the purpose of paying the Employer's share of the aforementioned taxes on sick pay benefits and for the purpose of reimbursing the Welfare Fund for any and all expenses incurred by it in the execution of the agency Agreement as described in paragraph one (1) hereof

3. The escrow fund established in paragraph two (2) hereof shall be audited each year by the auditor for the Welfare Fund at the time of its annual audit of the Welfare Fund. If the monies in the escrow fund as shown by the audit exceed the amounts required to pay the Employer's share of the foregoing taxes on sick pay benefits and the Welfare Fund's administrative expenses for the previous three (3) months, the one-half (1/2) cent figure established in paragraph two (2) hereof shall be reduced. In such event, the auditor shall be required to project a new contribution figure adequate to pay the Employer's share of the foregoing taxes on sick pay benefits and to reimburse the Welfare Fund for any and all expenses incurred by it in the execution of the agency Agreement described in paragraph one (1) hereof.

ARTICLE 16. PENSION TRUST FUND

Section 1. Subject to the terms and provisions of the subsequent sections of this Article, the presently existing pension fund, known as "Plumbers' & Pipefitters' Pension Fund," shall be continued in full force and effect. It shall continue to be maintained and administered in accordance with the present amended written trust indenture, as well as any future amendments thereto.

A pension fund, known as "Plumbers' & Pipefitters' Local #562 Supplemental Pension Plan and Trust" has been established, and will be maintained and administered in accordance with the present plan and trust document as well as any future amendments thereto.

The Board of Trustees for this Fund shall consist of ten (10) natural persons designated as follows: Five (5) Trustees shall be designated by the Union ("Union Trustees"), three (3) Trustees shall be designated by the Mechanical Contractors Association of Eastern Missouri, and two (2) Trustees shall be designated by the Plumbing Industry Council of St. Louis (collectively, "Employer Trustees"). The Board of Trustees shall maintain and administer the Fund and the Plan as provided for in this Trust.

Section 2. All Employers obligated to the terms and provisions of this collective bargaining agreement shall contribute, pay and remit to the Trustees of these Funds, at the office of the Funds, amounts set forth in Appendix A, for each hour worked by each employee covered by this Agreement, at least until such time as that rate of contribution may be changed in the manner hereinafter provided for.

The parties hereto agree that contributions to this fund will be made based on hours worked.

The payments or contributions shall not be subject to deductions of any kind or nature.

The payments or contributions shall be made for and on behalf of all employees working as part of the collective bargaining unit covered by this Agreement whether or not their names appear on the Union check-off list.

Section 3.

As shall be determined jointly from time to time by the Board of Trustees of this Fund, the Board of Trustees of the Health and Welfare Fund (See Article 15), and the Board of Trustees of Plumbers' & Pipefitters' Local #562 Supplemental Pension Plan and Trust, future Employer payments or contributions to this Fund shall be increased or decreased as deemed necessary to maintain and administer the three Funds. Provided, however, contributions into the Board of Trustees of Plumbers' & Pipefitters' Local #562 Supplemental Pension Plan and Trust and Pension Trust plus contributions into the Health and Welfare Trust shall always equal the amount during the designated periods of time as stated in Appendix A.

The contribution rates for the Welfare, Pension, and Supplemental Pension Funds shall apply only to Secured Employers. Secured Employers are those Employers who have posted and maintained the Surety Bond, Automatically Renewable Certificate of Deposit, or Irrevocable Letter of Credit, as required by Section 4 of this Agreement. In recognition of the increased risk and administrative costs sustained by the aforementioned Funds whenever an Employer fails to obtain or maintain the required Surety Bond, Automatically Renewable Certificate of Deposit, or Irrevocable Letter of Credit, effective the date of approval of this Agreement, during which an Employer fails to qualify as a Secured Employer,

the principal contributory rates per hour for any such Employer to the Welfare, Pension, or Supplemental Pension Funds shall be 10% greater than the rates applicable to Secured Employers, rounded up to the next cent. This additional 10% shall inure to the benefit of the Funds generally and shall not be credited to the account of any particular participant. Any liquidated damages owed by an Unsecured Employer shall be computed based on the higher principal rates applicable to Unsecured Employers. Prior to being required to contribute at the rate applicable for Unsecured Employers, the Employer shall be given sixty (60) days advance notice by the Trustees or their representative(s).

It is intended, understood, and agreed that should any tribunal determine that the higher contributory rates applicable to Unsecured Employers are for any reason unenforceable, then such Unsecured Employers shall remain liable for the contributions at the rates prescribed for Secured Employers.

Section 4.

The Union shall not furnish plumbers or pipefitters to any Employer, unless such Employer has previously delivered to the Administrator of the Funds security for the timely and full payment of all Fringe Benefit contributions provided for under this Agreement. Security shall be kept in full force and effect for the entire term of this Agreement unless the Employer ceases to perform any work under this Agreement. This security, in the discretion of the Employer, shall be in one of the following three (3) forms:

- (a) A corporate surety bond issued by an insurance company duly licensed to do a surety business in the State of Missouri in which the Plumbers' & Pipefitters' Welfare Educational Fund, the Plumb-

ers' & Pipefitters' Pension Fund, the Supplemental Pension Trust and Plumbers' & Pipefitters' Local Union 562, the Mechanical Contractors Association of Eastern Missouri, Inc., and the Plumbing Industry Council, (Industry Benefit Fund) are the obligees conditioned on the full and timely reporting and paying of Fringe Benefit Funds contributions and in the following principal amounts based upon the maximum bargaining unit employees employed or to be employed in any regular payroll period for the ensuing year.

1. 1 - 5 employees \$ 7,500.00
2. 6 - 10 employees \$ 15,000.00
3. 11 - 15 employees \$ 25,000.00
4. 16 - 25 employees \$ 50,000.00
5. 26 - 50 employees \$100,000.00
6. over 50 employees \$250,000.00

(b) A one month automatically renewable certificate of deposit issued to the Plumbers' & Pipefitters' Welfare Educational Fund, the Supplemental Pension Trust and the Plumbers' & Pipefitters' Pension Fund by a bank or trust company insured by the Federal Deposit Insurance Corporation in the same principal amount as provided for the surety bond.

(c) An irrevocable Letter of Credit in the same amount and for the same terms as the aforesaid from a commercial bank in a form satisfactory to the Trustees.

It is understood and agreed that the failure of an employer to submit a bond or irrevocable letter of credit as provided in this Agreement constitutes ir-

reparable harm to the Union and the Funds. The employer agrees that it will not perform work within the jurisdiction of these Articles of Agreement at any time during which time it is in breach of the provisions of Article 15, and it is further understood and agreed that the Union and/or the Trustees are entitled to injunctive relief obligating the employer to perform no work within the jurisdiction of these Articles of Agreement until such time as the employer has submitted the required bond or irrevocable letter of credit.

An employer's number of employees shall be determined by considering the average number of employees listed on the employer's monthly reports for the preceding twelve (12) month period starting July 1, through June 30. If an employer has failed to submit timely and/or accurate reports, then the Trustees shall have the authority to make a reasonable estimate of the average number of employees and set the amount of that employer's bond accordingly.

The principal amount of the security under (A), (B), or (C) shall be adjusted, as required, in order to reflect current employment for each such Employer.

Any employer who receives notice from the Trustees to post security or to increase the amount of security posted, shall do so not later than thirty (30) days after receipt of such notice.

Upon any delinquency being disclosed as to any Employer in the Fund Administrator's monthly report the following shall occur:

UNION ACTION: Immediately upon receipt of the monthly delinquency report the Union shall give to

each Employer whose payment or other required conduct is delinquent as such delinquency is defined in this Section 4, notice of its delinquencies by Certified Mail, Return Receipt Requested. A copy of each such notice shall also be mailed to the Trustees. Such notice shall state the fact that the Union believes such Employer is delinquent and the reason(s) therefore, and shall further state that unless such delinquencies, together with all liquidated damages provided herein, are paid and remedied within five (5) working days of Employer's receipt of said notification, then notwithstanding any other provisions of this Agreement, the Union shall remove all employees covered by this Agreement from the Employer and the Union shall have the right to picket, publicize, or exercise any other economic sanction available to it. Such removal of employees and resulting cessation of work by employees covered by this Agreement may continue until the Executive Director of the Fund verifies that there are no monies owed to the Fund by such Employer, and that such Employer has provided the full security required by this Section 4, or that a settlement approved by the Trustees has been agreed upon in writing; provided, however, that the Union shall not be required to remove such employees or to continue such removal of employees from such delinquent Employer where the Union certifies in writing to the Trustees reasons (1) why it would be imprudent or unreasonable to do so and (2) why such action would jeopardize the prompt collection of the monies due the Fund or the Employer's taking the other delinquent action as required by this Section 4.

The Administrator shall forthwith notify the surety of the Employer's default and demand indemnifi-

cation from the surety in compliance with the terms of the bond or, in the event alternate security has been posted by the Delinquent Employer, take all appropriate action to redeem that security to the extent of the Funds' entitlement.

Notice of the foregoing actions and the results thereof shall be promptly given by the Union and the Fund Administrators to each Fund Trustee.

These actions shall be in addition to and not to the exclusion of any other actions and remedies available to the funds, the Union and the Association under applicable law.

The Trustees are empowered to implement a "stamp" program if this bonding procedure does not result in improved collections.

Payments Due: Prompt payments into the Plumbers' & Pipefitters' Local Union No. 562 Pension Fund and the Supplemental Pension Plan and Trust are imperative in order to provide for orderly administration of the Fund assets, prompt payment of obligations of the Fund, and satisfaction of the provisions of the Employee Retirement Income Security Act of 1974, as amended (ERISA). Unless otherwise directed by the Trustees in writing, payments to the Fund from each Employer shall be due and payable on or before the fifteenth (15th) calendar day of each month for the hours worked by all employees through the last payroll period ended (Sunday) in the prior month. Payment into the Fund must be postmarked on or before the fifteenth (15th) calendar day or such other date as the Trustees may direct in writing and must include full payment for all hours worked through the end of the last payroll period (Sunday) in the prior calendar month.

Reports: Each Employer agrees to furnish the Trustees a monthly report in a form to be determined from time to time by the Trustees, providing the names, time worked, and other relevant information for all employees covered by this Agreement. If the Employer has no employees covered by this Agreement working during any month, a reporting form for that month so stating shall be filed within the above time limits. In case any Employer shall forward a single check or other instrument covering payments to more than one Fund, each such Trust Fund shall have an interest in the Employer remittance in the amount shown on the monthly report forms as being due to that Trust Fund.

The Fund shall be entitled to presume that the records of Pipefitters Local Union No. 562 concerning the identity of the employer and the dates of employment are correct.

If a contributing employer fails to submit timely or complete notice of the union members employed and the hours each member works, the Fund may presume that each union member who works for any such employer during any calendar week (as shown by the Union records) was employed for forty (40) hours during each such week, and to assess and collect contributions based on this presumption.

Any contributing employer may, in writing, request a hearing on whether any employee was in fact so employed for forty (40) hours during any given week. At such a hearing, the burden of proof shall be upon the contributing employer. The Trustees shall have complete discretion to determine what evidence shall be sufficient to overcome the presumption.

Audits: The Employer agrees that the Trustees of the Fund shall have the right to verify the accuracy of reports and contributions made by the Employer, by having their respective employees, agents, representatives, attorneys, or accountants audit and examine during the Employer's regular business hours the Employer's weekly payroll journal, individual earnings records of the employees, copy of Federal payroll tax return (blanking out earnings data, but not names, for employees not working under this Agreement) and other payroll records as may be necessary to allow such examiner to determine whether the Employer is making and has made full and complete reports and contributions as required by this Agreement. Failure to cooperate in such an audit by providing reasonable access to such books and records and answering reasonable inquiries shall constitute a delinquency hereunder.

Delinquencies: Any Employer who fails to make full and timely payment(s), to file reports, to cooperate in an audit, or to perform any other duty required in this Section 4, including Employers who furnish an insufficient funds check to the Fund, shall be deemed delinquent, and shall therefore be obligated, liable and subject to the following in addition to any other remedies provided under this Agreement or by law: (a) liquidated damages equal to \$2.00 for each day of delinquency up to a maximum of \$40.00 for any one (1) month of delinquency, plus two (2%) percent per month, or any fraction of a month, of the unpaid amount starting from the first day of such delinquency and ending when such delinquency is paid in full; (b) payment of all reasonable attorney's fees, court costs, audit costs, and other reasonable expenses incurred in the collection of such delin-

quency and liquidated damages or in the enforcement of any other duty required under this Section 4; (c) payment to any employee affected by such delinquency of a sum equal to the value of any benefits lost by such employee by reason of Employer's delinquency; (d) reimbursement to the Fund for the cost or value of any benefits which may be made available by the Trustees to any employee affected by the failure of the Employer to contribute or properly report to the Fund. In the event of delinquency, suit may be filed on behalf of any of the Funds, including the Mechanical Contractors Association of Eastern Missouri, Inc. or the Plumbing Industry Council, by the Trustees, or by the Union.

Monthly Delinquency Report: On the first working day after the twentieth (20th) day of each month, the Executive Director of the Fund shall furnish the Union and the Trustees (with copy to the Mechanical Contractors Association of Eastern Missouri, Inc., and the Plumbing Industry Council) a list of each Employer's contributions to the Fund, the date such contributions was received, and the amount received and hours contributed for, together with a listing of each Employer from whom reports and/or payments have not been received that month.

Repeated Delinquencies: In the event of repeated delinquency by the same Employer, the Trustees may, by written notice, require the Employer to make advance deposits, or contributions on an accelerated basis. For example, monthly payments may be required by the fifth (5th) day following the end of the month or by the end of each week and in cash delivered to a bank or other place designated by the Trustees.

All Rights Reserved: All the rights granted herein to the Trustees or to the Union with respect to enforcement of obligations to the Trust Funds or in any of the Trust Agreements, are cumulative, and the exercise of or failure to exercise any one or more of them shall not be deemed a waiver of authority to exercise any other rights. The acceptance of any contributions from any Employer shall not release or discharge it from the obligation to contribute for all hours worked under this Agreement for which no contribution has actually been received notwithstanding any statement, restriction or qualification appearing on any check from such Employer or other source. Any Employer whose payments to the Fund are delinquent at the inception date of this Agreement shall be governed, as to such existing delinquencies only, by the provisions of the Collective Bargaining Contract in existence when such delinquency arose.

ARTICLE 17A INDUSTRY BENEFIT FUND, MCA of EASTERN MISSOURI

Section 1.

The parties to this Agreement recognize that the past concerted efforts and activities of Employers in this industry have been of benefit to both Management and Labor. Those efforts and activities have done much to eliminate undesirable industry conditions, have tended to stabilize labor costs, have contributed to maximum employment under fair conditions, have kept labor strife at a minimum, and have established the means whereby Management and Labor can work out their problems with honor and dignity.

Section 2.

The parties likewise recognize the need for a continuance of such efforts and activities, as described in Article 17, Section 1, with adequate funds to carry on the various undertakings, which will further benefit Management, Labor and the public. Included among desirable future undertakings are the following:

- (a) Educational programs designed to inform and instruct industry Employers on the aspects, phases and problems of their business, including the scope of work which should be included in contracts awarded to them.
- (b) Educational programs relating to the assignment of work in ways which will tend to eliminate jurisdictional disputes, including the value of pre-job conferences as a means of providing against jurisdictional disputes.
- (c) Programs designed to inform industry Employers of their duties and obligations under applicable laws, including but not limited to, Federal labor laws, Federal and State minimum wage and hour requirements, Federal reporting requirements, Presidential Executive Orders, the Civil Rights Act of 1964, etc.
- (d) Programs designed to promote industry betterment and industry public relations.
- (e) Programs designed to encourage harmony between Management and Labor and further, to insure the maximum employment for persons working as employees of industry Employers.
- (f) Such other programs which tend to improve and benefit the industry as a whole.

Section 3.

Mechanical Contractors Association of Eastern Missouri Inc., in order to provide for the funds which are needed to pursue the object and purposes of the above mentioned organization, each and every Employer signatory to this Agreement shall pay and contribute into a trust fund sums of money equal to nineteen (\$0.19) cents per hour for each and every hour worked by each and every Pipefitter employee working under this collective bargaining agreement from January 1, 2000 through June 30, 2010, to the Mechanical Contractors Association of Eastern Missouri, Inc.

The establishment, maintenance and administration of the trust fund shall be subject to the following conditions:

- (a) The trust fund covering the pipefitter hours shall be established, maintained and administered by the Mechanical Contractors Association of Eastern Missouri, Inc.
- (b) While it shall not be the right, duty or obligation of the Union to prepare, approve or execute a trust agreement, but because of the Union's knowledge of and experience in the industry, the Union shall be consulted with reference to the terms and provisions of the trust.
- (c) The trust shall provide, among other things, that the fund shall be established, maintained and administered by trustees, all of whom shall be appointed or designated by the Mechanical Contractors Association of Eastern Missouri, and none of whom shall be officers, agents or representatives of the Union.
- (d) In order to benefit from the Union's knowledge of and experience in the industry, the Trustees shall

seek the Union's suggestions and advice concerning the maintenance and administration of the fund, but shall not be obligated to follow such suggestions and advice.

(c) The Union shall be furnished with a monthly report of receipts and disbursements and copies of all minutes of the meetings of the Trustees. In addition, a balance sheet of assets and liabilities shall be furnished to the Union at least once every six (6) months. In addition, there shall be an annual audit of the fund by a certified public accountant and the Union shall be furnished with a copy of the same.

Section 4.

It is expressly understood and agreed that no funds of the trust shall be used, directly or indirectly, for any of the following purposes:

(a) To aid or assist, in any manner or form, any Employer involved or interested in a strike, work stoppage or picketing of this or any other union.

(b) To aid or assist, in any manner or form, any Employer engaged or interested in litigation, proceedings before the National Labor Relations Board, or proceedings before administrative agencies when a union's activities are in any way questioned.

(c) To promote, aid or assist any pending or proposed legislation relating to the regulation of unions.

(d) To promote, aid or assist any anti-union program or activity.

Section 5.

Contributions into the Mechanical Contractors Association of Eastern Missouri shall be at the rate of nineteen (\$.19) cents per hour (\$.05 of which will be put into a "Safety Fund" to a) promote safety on the job site, in-

cluding training and b) fund the Substance Abuse and Alcohol Abuse Policy and Procedures as referenced in Article 3, Section 10 of this contract) from January 1, 2000 through June 30, 2010, and shall be mailed to the office of the Mechanical Contractors Association of Eastern Missouri, Inc. If, however, employers elect to mail Industry Benefit Fund contributions along with contributions to the Welfare and Pension Trust Funds, then, in that event, Industry Benefit Fund contributions and the money so identified shall be promptly transferred in full to the Mechanical Contractors Association of Eastern Missouri, Inc.

Article 17B.

INDUSTRY BENEFIT FUND, PLUMBING INDUSTRY COUNCIL

In recognition of the ongoing need to promote the union plumbing industry, educate its members, and pursue constructive and mutually beneficial labor relations, the Plumbing Industry Council has been established on behalf of all contractors who employ members of Plumbers & Pipefitters Local #562 for the purposes of performing plumbing work.

In order to provide funds to the Plumbing Industry Council for use, each and every Employer signatory to this agreement shall contribute to the Plumbing Industry Council sums of money equal to \$0.27 per hour for each and every manhour worked by each and every employer performing plumbing work under this collective bargaining agreement.

The contribution rate is \$0.27 per manhour worked of which \$0.02 per manhour worked is to be used for the

purpose of funding and maintaining the Substance Abuse Program as defined by Article 3, Section 10, as well as providing the promotion of safety within the union plumbing industry.

All Plumbing Industry Council contributions are to be mailed to the offices of the Plumbing Industry Council. If, however, employers elect to mail the Plumbing Industry contributions to the Welfare and Pension Trust Funds, then, in that event, Plumbing Industry Council contributions and the money so identified, shall be promptly transferred in full to the Plumbing Industry Council.

ARTICLE 18. GRIEVANCES AND ARBITRATION

Section 1. Industrial Relations Council
In the event the Association and the Union, or any Employers (not members of the Association) are unable to resolve a dispute on any issue except collective bargaining over wages, hours, and working conditions, then the parties to such dispute, shall submit said dispute for final and binding decision to the Industrial Relations Council for the Plumbing and Pipefitting Industry and further agree that in such event, all terms and conditions of these Articles of Agreement shall continue in full force and effect, pending final decision by the Industrial Relations Council.

Section 2. All jurisdictional disputes, between or among building construction trades unions and employees party to this agreement shall be settled and adjusted according to the present plan established by the Building Construction Trades Department or any other plan or method of proce-

dures that may be adopted in the future by the Building and Construction Trades Department. Decisions rendered shall be final and conclusive on the employers and unions.

ARTICLE 19. STRIKES, LOCKOUT AND VIOLATIONS OF CONTRACT

Section 1. Except under the circumstances provided for in Section 2 of this Article, there shall be neither strike, picketing nor lockout during the term of this Agreement. Instead, all disputes shall be resolved or determined in the manner specified in Article 18.

Section 2. Should any employer violate any of the terms or provisions of Articles 13, 15, 16, or 17, the Union shall be free to forthwith strike and/or picket said Employer, anything to the contrary in this Agreement notwithstanding.

ARTICLE 20. LABOR - MANAGEMENT COMMITTEE

It is the desire and intention of the parties to establish and maintain separate labor-management committees with the Union, Mechanical Contractors Association of Eastern Missouri, Inc., and the Plumbing Industry Council, designed as bodies which will meet from time to time and cooperate in the proper administration of this Agreement and in the various matters and things which affect the industry and the welfare of both employees and employers. The parties to this Agreement shall,

therefore, designate Joint Committees and instruct them to function for these purposes.

ARTICLE 21. SEPARABILITY AND SAVINGS CLAUSE

If any article or section of this Agreement should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any article or section should be restrained by such tribunal pending final determination as to its validity, the remainder of this Agreement or the application of any article or section to persons or circumstances other than those as to which it has been held invalid or as to which compliance with or enforcement of has been restricted, shall not be affected thereby. In the event that any article or section is held invalid or enforcement of or compliance with it has been restricted, as above set forth, parties affected thereby shall enter into an immediate collective bargaining session upon the request of either party for the purpose of arriving at a mutually satisfactory replacement of such article or section during the period of invalidity or restraint. If the parties do not agree on a mutually satisfactory replacement, either party shall be permitted all legal or economic recourse in support of its demands notwithstanding any provision in this Agreement to the contrary.

ARTICLE 22. DURATION OF CONTRACT

Section 1. This Agreement shall be and become effective as of the 1st day of January, 2000, and shall remain in full force

and effect through the 30th day of June, 2010, and each year thereafter, unless written notice of termination or desired modifications is given at least sixty (60) days prior to any yearly expiration date by either of the parties hereto.

Section 2.

Re-opener Clause

At least three months prior to the fourth and/or seventh anniversary dates, either party may request of the other in writing, reopening of the Contract for economic issues of wages, fringes, or both.

All parties to this Contract will be bound by any and all agreements made in the process of reopening negotiations and subsequent decisions.

Section 3.

In the event of impasse, the parties will submit to the Industrial Relations Council for arbitration and final decision.

In no event will any strike, lockout, slowdown or similar job action take place prior to, during, or as a result of the reopening of the Contract as described above.

Should notice of termination or desired modification be given in the manner provided for above, the party desiring the same shall:

1. Offer to meet and confer with the other party for the purpose of negotiating a new contract or a contract containing the proposed modifications.
2. Notify the Federal Mediation and Conciliation Service within thirty (30) days, if required by law, after such notice of the existence of a dispute, and simultaneously therewith notify any State Agency established to mediate disputes within the State, provided no agreement has been reached by that time.

3. Continue in full force and effect, without resorting to strike or lock-out, all the terms and conditions of this agreement for a period of sixty (60) days after such notice is given or until the expiration date of this contract, whichever occurs later.

In the process of bargaining in good faith for a new contract, or a contract containing desired modifications, the parties recognize the fact that it may be necessary to continue their negotiations after the date upon which this Agreement legally terminates and in order to provide for their duties and obligations for the period of time between the termination date of this contract and the date upon which they conclude a new contract, or one containing the desired modifications it is understood and agreed as follows:

1. The parties shall continue to bargain and negotiate in good faith in an effort to reach a complete agreement and understanding covering the terms and provisions of a new contract to take the place of this one or a contract containing the desired modifications, and such negotiations shall continue until either a complete agreement and understanding is reached or until either or both parties conclude that it is not probable that further negotiations will result in an agreement.

2. All of the terms and provisions of this contract shall be continued in full force and effect and extended from the termination date hereof to such time as the parties either enter into a new agreement, or agreement containing the desired modifications, or terminate further negotiations in the manner above mentioned.

3. Should the parties reach an agreement upon the terms and provisions of a new contract, or a con-

tract containing the desired modifications, at a time subsequent to the termination date of this contract, then in such event, all of the terms, and provisions of the new contract, or the contract containing the desired modifications, shall be made retroactive to the termination date of this contract.

The following is the jurisdiction of work of the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada.

1. All piping for plumbing, water, waste, floor drains, drain gates, supply, leader, soil pipe, grease traps, sewage and vent lines.

2. All piping for water filters, water softeners, water meters and the setting of same.

3. All cold, hot and circulating water lines, piping for house pumps, cellar drainers, ejectors, house tanks, pressure tanks, swimming pools, ornamental pools, display fountains, drinking fountains, aquariums, plumbing fixtures and appliances, and the handling and setting of the above mentioned equipment.

4. All water services from mains to buildings, including water meters and water meter foundations.

5. All water mains from whatever source, including branches and fire hydrants, etc.

6. All down spouts and drainage areas, soil pipes, catch basins, manholes, drains, gravel basins, storm water sewer, septic tanks, cesspools, water storage tanks, etc.

7. All liquid soap piping, liquid soap tanks, soap valves, and equipment in bath and washrooms, shower stalls, etc.

8. All bathrooms, toilet room and shower room accessories, i.e., towel racks, paper holders, glass shelves, hooks, mirrors, cabinets, etc.

9. All lawn sprinkler work, including piping, fittings, and lawn sprinkler heads.

10. All sheet lead lining for X-ray rooms, fountains, swimming pools or shower stalls, tanks or vats for all purposes and for roof flashings in connection with the pipe fitting industry.

11. All fire stand pipes, fire pumps, pressure and storage tanks, valves, hose racks, fire hoses, cabinets and accessories, and all piping for sprinkler work of every description.

12. All block tin coils and carbonic gas piping, for soda fountains and bars, etc.

13. All piping for railing work, and racks of every description, whether screwed or welded.

14. All piping for pneumatic vacuum cleaning systems of every description.

15. All piping for hydraulic, vacuum, pneumatic, air, water, steam, oil, or gas, used in connection with railway cars, railway motor cars, and railway locomotives.

16. All marine piping, and all piping used in connection with ship building and ship yards.

17. All power plant piping of every description.

18. The handling, assembling, and erecting, of all economizers, super-heaters, regardless of the mode or method of making joints, hangers, and erection of same.

19. All internal and external piping on boilers, heaters, tanks and evaporators, water legs, water backs, and water grates, boiler compound equipment, etc.

20. All soot blowers and soot collecting piping systems.

21. The setting erecting, and piping, for all smoke consuming and smoke washing and regulating devices.

22. The setting, erecting and piping of instruments, measuring devices, thermostatic controls, gauge boards, and other controls used in connection with power, heating, refrigerating, air conditioning, manufacturing, mining, and industrial work.

23. The setting and erecting of all boiler feeders, water heaters, filters, water softeners, purifiers, condensate equipment, pumps, condensers, coolers, and all piping for same in power houses, distributing and boosting stations, refrigeration, bottling, distilling and brewing plants, heating, ventilating and air-conditioning systems.

24. All piping for artificial gases, natural gases, and holders and equipment for same, chemicals, minerals and by-products and refining of same, for any and all purposes.

25. The setting and erecting of all underfeed stokers, fuel burners, and piping, including gas, oil, power fuel, hot and cold air piping, and all accessories and parts of burners and stokers, etc.

26. All ash collecting and conveyor piping systems, including all air washing and dust collecting piping and equipment, accessories and appurtenances and regulating devices, etc.

27. The setting and erecting of all oil heaters, oil coolers, storage and distribution tanks, transfer pumps, and mixing devices, and piping thereto of every description.

28. The setting, erecting and piping of all cooling units, pumps, reclaiming systems, and appurtenances, in connection with transformers, and piping to switches of every description.

29. All fire extinguishing systems and piping, whether by water, steam, gas, or chemical, fire alarm piping, and control tubing, etc.

30. All piping for sterilizing, chemical treatment, deodorizing, and all cleaning systems of every description, and laundries for all purposes.

31. All piping for oil, or gasoline tanks, gravity and pressure lubricating and greasing systems, air and hydraulic lifts, etc.

32. All piping for power, or heating purposes, either by water, air, steam, gas, oil, chemicals, or any other method.

33. All piping, setting and hanging of all units and fixtures for air-conditioning, cooling, heating, roof cooling, refrigerating, ice making, humidifying, dehumidifying, dehydrating, by any method, and the charging and testing, servicing of all work after completion.

34. All pneumatic tube work, and all piping for carrying systems by vacuum, compressed air, steam, water, or any other method.

35. All piping to stoves, fire grates, blast and heating furnaces, ovens, driers, heaters, oil burners, stokers

and boilers, and cooking utensils, etc., of every description.

36. All piping in connection with central distributing filtration treatment stations, boosting stations, waste and sewage disposal plants, central chlorination and chemical treatment work, and all underground supply lines to cooling wells, suction basins, filter basins, settling basins, and aeration basins.

37. All process piping for refining, manufacturing, industrial, and shipping purposes, of every character and description.

38. All air piping of every description.

39. All temporary piping of every description in connection with building and construction work, excavating and underground construction.

40. The laying out and cutting of all holes, chases and channels, the setting and erection of bolts, inserts, strands, brackets, supports, sleeves, thimbles, hangers, conduit and boxes used in connection with pipe fitting industry.

41. The handling and setting of boilers, setting of fronts, setting of soot blowers, and attaching of all boiler trimmings.

42. All pipe transportation lines for gas, oil, burning, soldered and wiped joints, caulked joints, expanded joints, rolled joints, or any other mode or method of making joints in connection with the pipe fitting industry.

43. All acetylene and arc welding, brazing, lead gasoline, fluids and liquids, water aqueducts, and water lines, and booster stations of every description.

44. Laying out, cutting, bending and fabricating of all pipe work of every description, by whatever mode or method.

45. All methods of stress relieving of all pipe joints made by every mode or method.

46. The assembling and erecting of tanks used for mechanical, manufacturing, or industrial purposes, to be assembled with bolts, packed, or welded joints.

47. The handling and using of all tools and equipment that may be necessary for the erection and installation of all work and materials used in the pipe fitting industry.

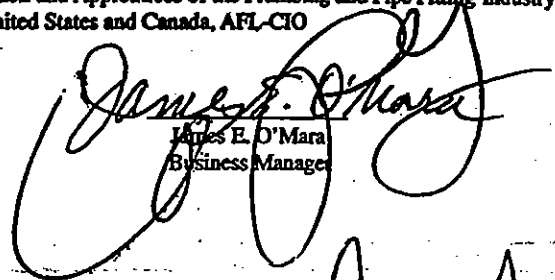
48. The operation, maintenance, repairing, servicing and dismantling of all work installed by journeymen members of the United Association.

49. All piping for cataracts, cascades, (i.e., artificial water falls), make-up water fountain, captured waters, water towers, cooling towers, and spray ponds, used for industrial, manufacturing, commercial, or for any other purposes.

50. Piping herein specified means pipe made from metals, tile, glass, rubber, plastics, wood, or any other kind of material, or product manufactured into pipe, usable in the pipe fitting industry, regardless of size or shape.

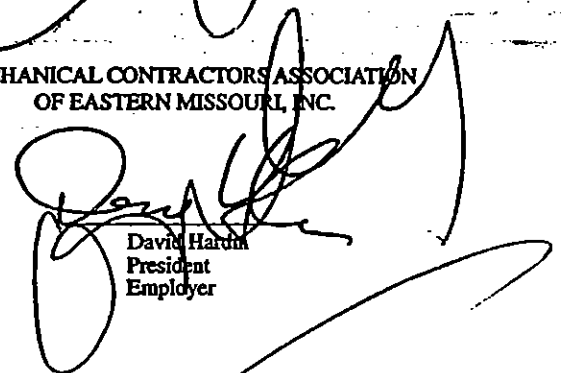
IN WITNESS WHEREOF, the parties have hereunto set their hands and seals this 1st day of January 2000.

LOCAL UNION NO. 562, affiliated with the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States and Canada, AFL-CIO



James E. O'Mara
Business Manager

MECHANICAL CONTRACTORS ASSOCIATION
OF EASTERN MISSOURI, INC.



David Hardin
President
Employer

PLUMBING INDUSTRY COUNCIL



William J. Locos
President
Employer

Employer

In consideration of benefits to be derived and other good and valuable consideration, the undersigned Employer, although not a member of the MECHANICAL CONTRACTORS ASSOCIATION OF EASTERN, MO., INC., or the PLUMBING INDUSTRY COUNCIL, does hereby join in and with the Collective Bargaining Agreement heretofore made by said Association(s), and Local Union No. 562, affiliated with the United Association of Journeymen and Apprentices of the Plumbing and Pipe Fitting Industry of the United States, and Canada, AFL-CIO, both of St. Louis, Missouri, and does subscribe to and adopt the Declarations of Trust made between the same parties and referred to in said Agreements, and agrees to be bound thereby and by any amendments thereto, and agrees to make contributions as required therein; and authorized the said parties to name Trustees and Successor Trustees to administer said Funds, and hereby ratifies and accepts such Trustees and the terms and conditions of said trusts as fully and completely as if made by the undersigned.

EMPLOYER_____
COMPANY NAME_____
PRINT NAME_____
TITLE_____
SIGNATURE_____
PHONE NUMBER

APPENDIX P

Appendix P1: Definition of Plumbing System

The plumbing system of a building or premise shall consist of all water main, water service from city main, supplies and distributing pipes of hot water, cold water, ice water, all temporary water, all private water systems, also all systems of piping for the purpose of conveying or distributing liquids in the preparation of new products intended for human consumption and piping for certain manufactured purposes, piping for all sanitary purposes, piping for gas, also for all fixtures, apparatus, appurtenances, components, irrigation systems, and devices thereto. The plumbing system shall also consist of fixtures and fixture traps, the soil drainage, the waste drainage and vent system and house drain, the house sewer, the storm water drainage, the storm water leaders and downspout, with their aperture, appurtenances, components and devices, liquid or water borne waste, all connections within or adjacent to the building or premises; the installation of all bathroom, toilet room, and plumbing accessories; towel racks, soap dispensers, tooth brush holders, glass shelves, paper holders, soap holders, grab rails, mirrors, purse shelves, shower and tub enclosures, etc. and necessary backing.

Appendix P2: Water Main

- A. Water main in private property job sites shall be unloaded, distributed and handled by plumbers, regardless of material or metal content, no matter how or where installed.
- B. Water main in public streets and highways shall be installed in accordance with the following Memorandum of Agreement issued at Washington, D.C.,

January 23, 1941, by and between a committee representing the International Hod Carriers, Building and Common Laborers Union of America and a committee representing the United Association of Journeymen Plumbers and Steamfitters of the United States and Canada, to wit:

All of the leveling, caulking and making of all joints by any mode or method on water mains, gas, gasoline, and transportation lines is the work of the United Association of Journeymen Plumbers and Steamfitters of the United States and Canada (with the exception of work under compressed air). All the digging, breaking of concrete, backfilling, tamping, resurfacing, and paving of all ditches in preparation for the laying of all pipe and all of the unloading and distributing of pipe for said ditches shall be the work of the laborers. All of the laying of clay, terra cotta, ironstone, vitrified concrete or non-metallic pipe and the making of joints for main and side sewers and drainage only, is the work of the laborers. In the event of any dispute arising between Local Unions of both International Unions over work not covered herein, it is understood and agreed that the said dispute will be referred to the General Presidents of both organizations for adjustment.

- C. On any of the types of work provided and set forth in the foregoing Memorandum of Agreement, the crew sizes for work covered on these projects shall be established in accordance with Article 8, Section 5.
- D. Water main used for uses other than conveying potable water under five (5) feet and beyond the building, shall be covered by this Section.

Appendix P3: Sewer Laterals

"Hutcheson Agreement"

The Union and Employer agree to abide and conform to the decisions of Referee W. L. Hutcheson, dated October 13, 1945, regarding sewer laterals, which said decision is as follows:

The work in dispute shall be done by members of the United Association of Journeymen Plumbers and Steamfitters. (The aforesaid introductory paragraph to said decision having been rendered on October 13, 1945, prior to the enactment and effective date of Labor/Management Relations Act of 1947, the parties hereto mutually agree that the phrase "members of the United Association of Journeymen Plumbers and Steamfitters" shall for all purposes herein be amended and deemed to refer and apply to employees covered by this Agreement); in the opinion of the undersigned, acting as Referee, the decision rendered by Acting President Gray, was in conformity with the evidence submitted to me as Referee, and in no way comes under the agreement entered into between the two contending organizations as of January 23, 1941.

Therefore, my decision is as follows: October 13, 1945

1. That the agreement, dated January 23, 1941 between the International Hod Carriers, Building and Common Laborers Union of the United States and Canada, is a bonafide agreement between the two organizations, but should not be accepted by the Department until clarifying language is inserted therein giving the Bricklayers' International organization jurisdiction over work on sewers which they have hereto performed. Also, that there should be a clarification in reference to

the unloading and distribution of pipe so that there would be no infringement upon the recognized jurisdiction of the Teamsters' International organization. There should also be further clarification if any other organization presents evidence to show the agreement infringes upon their jurisdiction.

2. That the laying of lateral sewer pipe from the main sewer to the dwelling or from inside property line to dwelling is the work that should be done by, or under the supervision of "members of the United Association of Journeymen Plumbers and Steamfitters of the United States and Canada." (Reference is again made to the intention of the parties hereto that is agreed between said parties that the phrase "members of the United Association of Journeymen Plumbers and Steamfitters of the United States and Canada," appearing immediately above, shall for all purposes herein be deemed to refer and apply to employees covered by this Agreement).

The parenthetical material appearing above at the end of the first and last paragraphs of said "Decision" does not appear in the original Decision issued by said Referee, but represents the intention of the parties of this Agreement dated January 1, 2000.

Appendix P4: Speculative Housing

Section 1. Wage Rate

The regular (or straight time) hourly scale of wages to be paid to Speculative Housing Members during the entire

term and tenure of this Agreement shall be Two Dollars (\$2.00) less than the regular (or straight time) hourly scale of wages otherwise payable under this Agreement, in the Missouri counties of Warren, Franklin, Washington, Jefferson, and St. Charles, provided, however, that even when the Employer is engaged in and is performing plumbing work on such "Speculative Housing" in said designated counties of the State of Missouri, all other terms, provisions, sections, and Articles of Agreement shall be in force and effect and the Employer hereby agrees to comply therewith. The above wage reduction shall apply only to those employees who are designated by the Union as "Speculative Housing" members. All other employees shall receive the regular hourly scale of wages provided for in Appendix A of this Agreement, regardless of the counties in which their work is performed.

Section 2 Union Security

It is agreed by the Employer and the Union that, while the Employee is engaged in or is performing plumbing work on such "Speculative Housing" in said designated Counties of the State of Missouri, and when the Employer hires persons not already members of the Union to perform such plumbing work, the provision of Article 4, entitled "Union Security" of the Agreement shall be and is hereby amended by changing the word "Union," whenever the same now appears in said Article to the words "Speculative Housing Division of Journeymen Plumbers & Pipefitters Local Union #562 of St. Louis, Missouri."

Section 3 Designating Other Counties

It is hereby agreed that a County or Counties in the state of Missouri, other than Warren, Franklin, Washington, Jefferson, and St. Charles Counties, shall be deemed to have been added to the "Speculative Housing" upon the

Employer's receipt from the Union of written notice designating such additional County or Counties.

Section 4

Duration of Contract

The termination date of this Article shall be the same that provided in Article 22, entitled "Duration of Contract" of the Agreement, and the same shall be automatically renewable in the same manner and with the same procedures as provided in said Article 22.

Section 5

Training Program

Employees performing "Speculative Housing" plumbing work or classified as "Speculative Housing" employees shall be required, as a condition of employment, to participate in, observe the rules of, and satisfactorily complete any "Speculative Housing" training program established by the Joint Apprenticeship and Training Committee. Failure of the employer to enforce this requirement shall constitute a violation of this Agreement.

Appendix: P5 Union Employment Securities (Plumbing Only)

Article 4 Section 8

The Union will man overtime on a 50/50 basis when there is unemployment on work where more than four (4) journeymen are scheduled. This clause pertains to scheduled overtime only.

Appendix: P6 No Lumping of Work by Employees

Article 6 Section 7

It is further agreed that employees covered by this Agreement shall not contract lump work, nor estimate work

their own time, provided, however, employees may perform plumbing on their own residences and residences of their immediate families if granted permission to do so by the Business Manager or his Representative.

Appendix: P7 Work Assignment / Manning Criteria

Article 8 Section 5 - Additional Language

In assigning work, the following criteria should be used in determining manning requirements:

1. Weight of material to be installed
2. Depth or height of installation
3. Availability of powered equipment or specialized equipment for material handling
4. Hazardous working conditions, such as plant operations, heat, cold, wet, or slippery operating conditions of facility, potential hazards to others due to our work, etc.

If the contractor and the employee can not agree as to appropriate crew size, the issue shall be referred to the Joint Conference Committee for review and resolution.

Disputes not agreeably resolved will be handled by the appropriate grievance procedure.

Appendix: P8 Article 10 - Additional Language -

Residential Plumbing & Service Only:

For contractors engaged in residential construction and/or service;

the first employee will be a foreman. For every additional five (5) employees another foreman will be designated by the Employer.

Appendix: P9 Bid Work of Jurisdiction

A. It is mutually beneficial to management and labor that all bids and contracts for plumbing construction and alternatives should be inclusive of all items deemed within this jurisdiction and scope of work of the Union.

B. When plans or specifications for a job do not include all plumbing work and appurtenances which are mentioned or described in the Articles of Agreement or which are to be installed on the job in question, the Union shall notify the Contractor and/or Plumbing Industry Council, Architect, General Contractor and Project Owner of such discrepancies prior to bidding to have such items included by addendum.